

STATE OF INDIANA)
) SS:
COUNTY OF MORGAN)

IN THE MORGAN CIRCUIT COURT

CAUSE NO. **55C010805-PL-0417**

STATE OF INDIANA,)
)
Plaintiff,)
)
v.)
)
AIRLEAF, LLC,)
formerly doing business as)
BOOKMAN MARKETING, LLC,)
and CARL LAU, individually)
)
Defendants.)

FILED

MAY 09 2008

Marquitta Mayfield
CLERK CIRCUIT/SUPERIOR COURTS
MORGAN COUNTY

**COMPLAINT FOR INJUNCTION,
RESTITUTION, COSTS, AND CIVIL PENALTIES**

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Thomas Irons, petitions the Court pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*, for injunctive relief, consumer restitution, investigative costs, civil penalties, and other relief.

PARTIES

1. The Plaintiff, State of Indiana, is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Ind. Code § 24-5-0.5-4(c).

2. At all times relevant to this Complaint, the Defendant, Airleaf, LLC, formerly doing business as Bookman Marketing, LLC (hereinafter "Airleaf"), was an Indiana domestic limited liability company regularly engaged in the publication and promotion of books written by consumers, including Indiana consumers. Airleaf

maintained a principal place of business in Morgan County at 35 Industrial Drive, Suite 104, Martinsville, Indiana 46151.

3. At all times relevant to this Complaint, the Defendant Carl Lau (hereinafter "Lau"), was an individual regularly engaged in the publication and promotion of books written by consumers, including Indiana consumers. Lau is an organizer, president, registered agent and member of Airleaf and otherwise held himself out as Airleaf's owner, and Lau resides in Johnson County at 846 Burwick Trace, Greenwood, Indiana 46143.

4. When, in this Complaint, reference is made to any act of Airleaf or Lau (hereinafter Airleaf and Lau are collectively referred to as "Defendants"), such allegations shall be deemed to mean that the principals, agents, representatives, or employees of Defendants did or authorized such acts to be done while actively engaged in the management, direction, or control of the affairs of Defendants and while acting within the scope of their duties, employment, or agency.

FACTS

A. General Allegations

5. On or about July 5, 2002, Lau filed Bookman Marketing, LLC's Articles of Organization and the Indiana Secretary of State thereafter issued a Certificate of Organization.

6. On or about August 9, 2005, Lau filed Articles of Amendment to change the name of his domestic limited liability company to Airleaf, LLC, and the Secretary of State thereafter issued a Certificate of Amendment.

7. Since at least January 2006, the Defendants have advertised, solicited and represented to consumers through, among other means, direct mailings, "spam" emails, telephone, and on Airleaf's many websites that they would provide publishing, royalty reimbursement and promotional services to consumers in exchange for payment. A true and correct copy of an "author's packet" sent to prospective consumers by the Defendants in 2006 and 2007 is attached and incorporated by reference as Exhibit "A".

8. Since at least January 2006, the Defendants enticed consumers with an increasing array of promotional services, and updated their primary website approximately twenty times in 2006 and at least seven times during the first half of 2007 with various promotions, including but not limited to Bowker Book Club and "Books to Film" programs, with a link to a movie trailer for "Jessie's Girl", a book promoted by the Defendants. A true and correct copy of excerpts from the Defendants' archived web pages dated October 21, 2006 and July 7, 2007 are incorporated by reference and attached as Exhibits "B" and "C", respectively.

9. Typically, consumers would visit one of the Defendants' many websites and be added to a mailing list used to issue the Defendants' marketing materials via direct mail, fax or "spam" email.

10. Since at least January 2006, the Defendants have advertised, solicited and represented to consumers that they would provide promotional services for books, including, but not limited to: Carnival Ocean Cruises; book fairs, including in-person participation at book fairs in Frankfurt, Germany and London, England; in-person presentations to movie producers, including Hollywood producers; book reviews, including Bowker and Kirkus reviews; book clubs, including Bowker Book Club;

newspaper, magazine, radio, website, and television advertising, including advertisements in Advance Magazine, the New York Times; and book signings. A true and correct copy of redacted excerpts from promotional “spam” emails sent by Defendants to consumers in 2006 and 2007 is incorporated by reference and attached as Exhibit “D”.

11. Exhibit “D” contains solicitations and representations by the Defendants designed to entice consumers, including: a cruise offering consumers the “...opportunity to see what the film industry is looking for and if your book has what it takes to make the red carpet..”; international book fairs claiming “...I am selling books in Europe and you can still cash in!...”; books to film meetings with producers claiming “...I can only pitch 5 more books in Hollywood!...”, “...airleaf announces two books optioned to be made into feature films!...”, and “...Airleaf’s First Movie!”...; book reviews and magazine advertising claiming “...full page ad layouts...to be featured in this year’s special magazine from the editors of Kirkus Reviews...” and “...Picture your book in a full-color, full page ad in Advance Magazine!...”; among other representations.

12. During 2006 the Defendants made numerous direct mailings and facsimiles to hundreds of consumers that advertised, solicited and/or represented that Defendants would provide promotional services including, but not limited to those related to: Bowker Book Club; Showcase Book Club; Kirkus and Midwest reviews; featured positions on the Defendants’ websites which included airleafshowcase.com, airleaf.com, bookatron.com, bowkerclub.com, airleafeuro.com, airleafselect.com, marquisbooks.com, and thebigbooks.com; radio interviews; meetings with feature films producers; national and international email campaigns; in person book promotions at book fairs in Frankfurt,

Germany and London, England; bookstore-based book signings; production and broadcast of television commercials; among other promotions. True and correct redacted copies of a limited selection of the Defendants' 2006 direct mailings and/or facsimiles to consumers is incorporated by reference as Exhibit "E".

13. In 2007, Defendants continued many of the promotions identified in paragraph 12, at times with minor modifications. True and correct redacted copies of a limited selection of the Defendants' 2007 direct mailings to consumers is incorporated by reference as Exhibit "F".

14. Exhibit "F" contains solicitations and representations by the Defendants clearly designed to entice consumers, including: "...Our First film, *Jessie's Girl*, is almost complete and four more are scheduled for release very soon. Check out the trailer for *Jessie's Girl* on our website, www.airleaf.com..."; "...Airleaf will be attending the World Book Fair in April..."; "...Airleaf has sold tens of thousands of self-published books to bookstores in the past four years. A guaranteed review released to the media is the surest way to success..."; "...Airleaf, along with our partners at Bowker, the publishing industry's most authoritative source, wants to help you capitalize on this huge segment of the publishing market!..."; "...**A full-Page interview in the August issue of Advance Magazine!**...**Advance Magazine** is the premiere monthly book catalogue that informs over 18,000 bookseller and libraries around the world what's **HOT**, and you will have a full page all to yourself..."; among other solicitations and representations.

15. Since at least January 2006, the Defendants entered into Client Service Agreements ("Agreements") with consumers, including many of the consumers identified below in this Complaint, in connection with the provision of publishing, royalty

reimbursement and promotional services. True and correct redacted copies of several typical Agreements from 2006 and 2007 are attached and incorporated by reference as Exhibits "G" and "H", respectively.

16. The Agreements from 2006 and 2007 contain representations from the Defendants to consumers, including: "...AIRLEAF will work with the author to create and prepare written material for the services specified..."; AIRLEAF will collect, retain and disperse money from direct sales of any book, manuscript or other written material..."; "...AIRLEAF will grant AUTHOR the right to terminate this agreement in writing, at any time..."; "...AIRLEAF will remit monies and a quarterly report of sales to AUTHOR..."; and "AIRLEAF will have the right to cancel this agreement at any time. If any services are not completed at the time of cancellation, AIRLEAF will provide a refund for services not yet completed to AUTHOR...". See Exhibits "G" and "H".

17. In connection with publication related services, Agreements would typically provide the following in exchange for payment: guaranteed placement in a number of bookstores; full color front and back cover design; formatting; copywriting; ISBN number; copies to author (typically 50); no charges for corrections; Baker & Taylor and/or Ingram distribution; low priced additional copies to author; placement on amazon.com, bn.com, borders.com, Powell's and other web sites. See, for example, page two (2) of Exhibit "G" at top.

18. In connection with promotional services, the Agreements identified and detailed, among others, many of those referred to in paragraphs 8,10, and 12, above.

19. A sampling of such promotional services is detailed in Exhibits "G" and "H", and includes the Special Bowker Book Club Program (see page three, Exhibit "G"),

Guaranteed Review by Kirkus Reviews and Midwest Book Reviews (see page two, Exhibit "H"), and Face to Face Hollywood (see page eleven, Exhibit "H").

20. Agreements, including those of some of the consumers identified below in this Complaint, went unsigned by the Defendants, and often terms and services were modified via email and/or via telephone.

21. Upon information and belief, the Defendants have control or custody of most of the Agreements and modifications thereof involving the consumers identified below in this Complaint.

22. Since at least January 2006 and despite substantial payment by consumers, including many of the consumers identified below in this Complaint, the Defendants failed to perform publishing services as represented, including, but not limited to, completely failing to publish, incomplete and substandard publishing in terms of quality and quantity, untimely publishing, and failing to remit royalties owed to consumers.

23. Since at least January 2006 and despite substantial payment by consumers, including many of the consumers identified in below in this Complaint, the Defendants failed to perform promotional services as represented.

24. Despite an Agreement, contract and/or substantial payment by consumers, including many of the consumers identified below in this Complaint, the Defendants failed to attend the 2006 book fair in Frankfurt, Germany.

25. Upon information and belief, the Defendants told paying consumers that Lau was in Germany, when in fact he was sitting at his desk in Martinsville, Indiana.

26. Despite an Agreement, contract and/or substantial payment by consumers, including many of the consumers identified below in this Complaint, the Defendants failed to attend the 2007 book fair in London, England.

27. Since at least January 2006 and despite an Agreement, contract and/or substantial payment by consumers, including many of the consumers identified below in this Complaint, the Defendants failed to provide many of the represented benefits of the Bowker Book Club Program to consumers.

28. Upon information and belief, even after the Defendants became aware that the Bowker Book Club had discontinued its business, the Defendants continued to solicit and accept substantial payments from consumers, including many consumers identified in this Complaint.

29. Since at least January 2006 and despite an Agreement, contract and/or substantial payment by consumers, including many of the consumers identified below in this Complaint, the Defendants failed to provide many of the represented benefits of the "Books-to-Film Program" and related programs.

30. The Defendants solicited consumers for the "Books-to-Film Program" by misrepresenting that an Airleaf book entitled "Jessie's Girl" has been made into a full length feature movie.

31. Upon information and belief Lau took trips to Hollywood in 2006 and/or 2007, but spent the time sightseeing and Lau made and/or told employees to make false reports of meetings with movie producers to deceive consumers, including many consumers identified below in this Complaint. A true and correct copy of a redacted

letter to a consumer falsely detailing Lau's activities is attached and incorporated by reference as Exhibit "I".

32. In early 2007 and despite an Agreement, contract and/or substantial payment by consumers, including many of the consumers identified below in this Complaint, the Defendants failed to provide book reviews.

33. In 2007 the Defendants accepted substantial payments for Kirkus book reviews from consumers, including many of the consumers identified below in this Complaint, but never paid Kirkus to do the reviews.

34. Since 2006 and despite an Agreement, contract and/or substantial payment by consumers, including many of the consumers identified below in this Complaint, the Defendants failed to provide magazine advertising for the respective consumer's books.

35. Since 2006 the Defendants accepted substantial payments for magazine advertisements in Advance Magazine, among others, from consumers, including many of the consumers identified below in this Complaint, but never created the advertisements or paid the magazines to run the advertisements.

36. In 2007 and despite an Agreement, contract and/or substantial payment by consumers, including many of the consumers identified below in this Complaint, the Defendants failed to pay for a cruise on the *Carnival Sensation*.

37. Since 2006 and despite an Agreement, contract and/or substantial payment by consumers, including many of the consumers identified below in this Complaint, the Defendants failed to provide the quantity or quality of promotional communications directed to bookstores.

38. Upon information and belief, the Defendants ran a "Ponzi scheme", in that present payments by consumers for publishing and promotional services were used to pay past debts, and payments were taken for publishing services after all production had ceased.

39. Upon information and belief, Lau used Airleaf assets and payments by consumers to cover expenses unrelated to its business.

40. On or about December 21, 2007, Lau indicated that Airleaf was insolvent and had been in "wind (sic) down mode" since May 2007 and that the Defendants were considering business and personal bankruptcy. A true and correct copy of correspondence dated December 21, 2007 by Lau to the Office of the Attorney General is attached and incorporated by reference as Exhibit "J".

41. Despite Lau's representation that Airleaf was insolvent and in "wind (sic) down mode", the Defendants continued to solicit publication and promotional services and accept substantial payments from consumers, including consumers specifically identified below, well into the late Fall and early Winter of 2007.

42. Lau formulated, directed, controlled and had knowledge of the acts and practices of Airleaf. Furthermore, Lau knew and approved of the marketing and sales practices of Airleaf.

43. Upon information and belief, Lau has ignored, controlled, and manipulated the LLC and legal forms of Airleaf in an attempt to mislead and deceive consumers transacting with Airleaf.

44. Pursuant to Ind. Code § 23-18-3-3, a member, manager, an agent, or an employee of a limited liability company may become personally liable for the person's own acts or conduct.

45. Piercing the LLC veil to hold Lau personally responsible for the actions of Airleaf, which he controls, is necessary to prevent misuse of the LLC form and to prevent injustice to consumers.

46. Upon information and belief and at all times relevant to this Complaint, Airleaf was undercapitalized and Lau commingled Airleaf funds with his own and otherwise conducted his personal and Airleaf business as one.

47. On or about May 14, 2007 and pursuant to Indiana Code § 24-5-0.5-7, Airleaf entered into an Assurance of Voluntary Compliance ("AVC") with the Indiana Attorney General. The AVC was filed in the Morgan County Circuit Court under Cause No. 55C01-0705-MI-420 on or about May 25, 2007. A true and correct copy of the AVC is attached and incorporated by reference as Exhibit "K". Pursuant to the AVC, Airleaf agreed to, among other things: refrain from certain conduct that would violate the Indiana Deceptive Consumer Sales Act; fully comply with that Act; and fully cooperate with the Office of the Attorney General in the resolution of any future consumer complaints. See Exhibit "K" at paragraphs 5-9 and 13.

48. On and after May 14, 2007, the Defendants violated the AVC by its transactions with consumers and its failure to resolve consumer complaints, including some of the consumers identified below in this Complaint.

49. For clarification purposes, the Plaintiffs' reference to "books" in connection with the identified consumers below includes manuscripts. Additionally, the

Plaintiffs' reference to "publication" or "publishing" includes services related to the production of a book from a manuscript.

B. Allegations regarding Consumer Daniel E. Alto ("Alto")

50. On or about November 30, 2006, Defendants represented that they would perform publishing and promotional services for Alto in connection with his book in exchange for Alto's payment of \$995.00 to Defendants.

51. Despite Alto's payment referenced above, Defendants failed to perform the publishing and promotional services as represented.

C. Allegations regarding Consumer Carolyn D. Anderson ("Anderson")

52. On or about 2007, Defendants represented that they would perform publishing and promotional services for Anderson in connection with her book in exchange for Anderson's payment of \$1,200.00 to Defendants.

53. Despite Anderson's payment referenced above, Defendants failed to perform the publishing and promotional services as represented.

D. Allegations regarding Consumer David Aquino ("Aquino")

54. On or about October 9, 2006, Defendants represented that they would perform publishing and promotional services for Aquino in connection with his book entitled "Personal War Part 2"" in exchange for Aquino's payment of \$1,500.00 to Defendants.

55. Despite Aquino's payment referenced above, Defendants failed to perform the publishing and promotional services as represented.

E. Allegations regarding Consumer Myra Winona Armer ("Armer")

56. On or about March 6, 2007, Defendants represented that they would perform publishing and promotional services for Armer in connection with her book entitled "Donkeys Can't be in the Nativity Scene" in exchange for Armer's payment of \$1421.25 to Defendants.

57. Despite Armer's payment referenced above, Defendants failed to perform the publishing and promotional services as represented.

F. Allegations regarding Consumer Leonard Ashley ("Ashley")

58. On or about January 5, 2007, Defendants represented that they would perform publishing services for Ashley's two books in exchange for his payment of approximately \$990.00 to Defendants.

59. Despite Ashley's payment referenced above, Defendants failed to perform the publishing services as represented. Ashley's books remain unpublished.

G. Allegations regarding Consumer Cynthia Attar ("Attar")

60. On or about December 14, 2007, Defendants represented that they would perform publishing and promotional services for Attar in connection with her book entitled "The Mule Companion-Celebrating the Mule" for Attar's payment of \$1000.00 to Defendants.

61. Despite Attar's payment referenced above, Defendants failed to perform the publishing and promotional services as represented.

H. Allegations regarding Consumer Terry C Barber ("Barber")

62. On or about November 11, 2006, Defendants represented that they would perform publishing services for Barber in connection with his Spanish book in exchange for Barber's payment of \$995.00 to Defendants.

63. Despite Barber's payment referenced above, Defendants failed to perform the publishing services as represented.

I. Allegations regarding Consumer Thomas J. Barnes ("Barnes")

64. On or about April 12, 2006, Defendants represented that they would perform publishing and promotional services for Barnes's books entitled "Vietnam: When the Tanks were Elephants" and "Anecdotes of a Vagabond" in exchange for his payment of at least \$7,999.00 to Defendants.

65. Despite Barnes's payment referenced above, Defendants failed to perform promotional services as represented, including, but not limited to, a failure to provide advertising and remit royalties due on his books.

J. Allegations regarding Consumer Edward O. Bast ("Bast")

66. On or about October 17, 2006, Defendants represented that they would perform promotion and publishing services for Bast's book in exchange for his payment of approximately \$7,646.00 to Defendants.

67. Despite Bast's payment referenced above, Defendants failed to perform the promotion and publishing services as represented, including, a failure to remit royalties due to Bast from the sale of copies of his book and the "Books to Film" Hollywood promotion. Bast's book remains unpublished

K. Allegations regarding Consumer Allienne Becker ("Becker")

68. On or about the March 2006 and thereafter, Defendants represented that they would perform promotional services for Becker in connection with her books entitled "Chancery Murders", "The Stones Cry Out", and "Rosanada Requiem" in exchange for Becker's payments exceeding \$4,448.00 to Defendants.

69. Despite Becker's payments referenced above, Defendants failed to perform the promotional services as represented, including but not limited to, those related to the Maximum Impact Bookselling Package.

L. Allegations regarding Consumer Christopher Alexander ("Alexander")

70. On or about March 12, 2007, Defendants represented that they would perform reviewing services for Alexander in connection with his book in exchange for Alexander's payment of approximately \$250.00 to Defendants.

71. Despite Berg's payment referenced above, Defendants failed to perform the promotional services as represented, including, but not limited to, a failure to provide a critical review and feedback.

M. Allegations regarding Consumer Bruce Blanton ("Blanton")

72. On or about October 17, 2006, Defendants represented that they would perform promotional services for Blanton's book in exchange for his payment of \$2,000.00 to Defendants.

73. Despite Blanton's payment referenced above, Defendants failed to perform promotional services as represented.

N. Allegations regarding Consumer Robert Bongardt ("Bongardt")

74. In early September 2007, the Defendants represented they would publish and promote Bongardt's book in exchange for payment of \$2,250.00 to the Defendants.

75. Despite Bongardt's partial payment of \$1,400.00, Defendants failed to perform the publication and promotional services as represented, and Bongardt's book remains unpublished.

O. Allegations regarding Consumer Craig P. Boulton ("Boulton")

76. On or about December of 2006, Defendants represented that they would perform publishing and promotional services for Boulton in connection with his books entitled "Twenty Years of Mainstreet on Wall Street" and "Cutting through the Fog of the Investment Wars" in exchange for his payment of \$7999.00 to Defendants.

77. Despite Boulton's payment referenced above, Defendants failed to perform the publishing and promotional services as represented.

P. Allegations regarding Consumer George B. Bredsten ("Bredsten")

78. On or about February 20, 2007, Defendants represented that they would perform publishing and promotional services for Bredsten in connection with his book in exchange for Bredsten's payment of approximately \$1,421.25 to Defendants.

79. Despite Bredsten's payment referenced above, Defendants failed to perform the publishing and promotional services as represented.

Q. Allegations regarding Consumer Ruben Britt ("Britt")

80. On or about the Spring of 2007, Defendants represented that they would perform promotional services for Britt in connection with his book entitled "Lakota" in exchange for Britt's payment of \$699.00 to Defendants.

81. Despite Britt's payment referenced above, Defendants failed to perform the promotional services as represented. Britt's book remains unpublished.

R. Allegations regarding Consumer Dennis Brooks ("Brooks")

82. On or about Spring 2006 and thereafter, Defendants represented that they would perform publishing and promotional services for a series of Brooks' educational books in exchange for his payments of \$8,337.00 to Defendants.

83. Despite Brooks' payments referenced above, Defendants failed to perform the publishing and promotional services as represented, including but not limited to those related to the Maximum Impact Program and Kirkus reviews and advertisements.

S. Allegations regarding Consumer David Brown ("Brown")

84. On or about the Spring of 2006, Defendants represented that they would perform promotional services for Brown in connection with his book entitled "A Summer with Socrates" in exchange for Hughes' payment of \$1,895.00 to Defendants.

85. On or about July 31, 2007, Defendants represented that they would perform additional publishing and promotional services for Hughes in connection with his book in exchange for Brown's payment of \$1,050.00.

86. Despite Brown's payments referenced above, Defendants failed to perform the promotional services as represented.

T. Allegations regarding Consumer George Vernanne Bryan ("Bryan")

87. On or about 2006, Defendants represented that they would perform publishing and/or promotional services for Bryan in connection with his book in exchange for payment of approximately \$5,000.000.

88. Despite Bryan's payment referenced above, Defendants failed to perform the publishing and promotional services as represented.

U. Allegations regarding Consumer Karen Buck ("Buck")

89. On or about May 2006, the Defendants represented they would publish and promote Buck's book entitled "Cheap Chills: The Gatekeeper" in exchange for Buck's payment of approximately \$1,650.00 to the Defendants.

90. Despite K. Buck's payment referenced above, Defendants failed to perform the publication and promotional services as represented, including but not limited to, untimely and low quality publishing and those services related to the Maximum Impact promotion.

V. Allegations regarding Consumer Jerry B. Byrd ("Byrd")

91. On or about July 12, 2007, Defendants represented that they would perform publishing and promotional services for Byrd's book entitled "The Boy Who Broke Lou Gehrig's Record" in exchange for his payment of approximately \$1,421.00 to Defendants.

92. Despite Byrd's payment referenced above, Defendants failed to perform the publishing and promotional services as represented, including, but not limited to, the Bookman Book Club. Byrd's book remains unpublished.

W. Allegations regarding Consumer Lisa Ann Carey ("Carey")

93. On or about June 2007, Defendants represented that they would perform promotional services for Carey in connection with her book in exchange for her payment of \$650.00 to Defendants.

94. Despite Carey's payment referenced above, Defendants failed to perform the promotional services as represented, including but not limited to, those related to the "Books to Film" Hollywood promotion.

X. Allegations regarding Consumer Walter De La Casas ("De La Casas")

95. On or about October 11, 2007, Defendants represented that they would perform publishing and promotional services for De La Casas's books entitled

"Discourse" and "Tributes" in exchange for his payment of approximately \$2,500.00 to Defendants.

96. Despite De La Casas's payment referenced above, Defendants failed to perform the promotional and publishing services as represented, including, but not limited to, a failure to send back a weekly report about the sale of his books.

Y. Allegations regarding Consumer Robert S. Cheney ("Cheney")

97. On or about August 23, 2007, Defendants represented that they would perform publishing and/or promotional services for Cheney in connection with for his payment of \$550.00 to Defendants.

98. Despite Cheney's payment referenced above, Defendants failed to perform the publishing and promotional services as represented.

Z. Allegations regarding Consumer Charles L. Ciancio ("Cianco")

99. On or about December 2006, Defendants represented that they would perform promotional and publishing services for Cianco's book entitled "Rest in Peace Rural America" in exchange for her payment of approximately \$5393.00 to Defendants.

100. Despite Cianco's payment referenced above, Defendants failed to perform the promotional and publishing services as represented, including, but not limited to providing 50 copies of his book, guaranteed book placement in 15 retail outlets, and having his book exposed to 5,000 book clubs and/or their members.

AA. Allegations regarding Consumer Richard Coan ("Coan")

101. On or about January 2007, Defendants represented that they would promote Coan's book entitled "Shaul of Tarsos" in exchange for Coan's payment of \$650.00 to the Defendants.

102. Despite Coan's payment referenced above, Defendants failed to perform the promotional services as represented, including but not limited to, those related a Hollywood "Books to Film" promotion.

BB. Allegations regarding Consumer Richard Cohen ("Cohen")

103. On or about September 21, 2006, the Defendants represented they would publish and promote Cohen's book entitled "Petal on a Black Bough" in exchange for payment of \$3,000.00 to the Defendants.

104. Despite Cohen's payment of \$3,000.00 referenced above, Defendants failed to perform the publication and promotional services as represented.

CC. Allegations regarding Consumer Robert J. Cooper ("Cooper")

105. On or about August 22, 2006, Defendants represented that they would perform publishing and promotional services for Cooper in connection with his payment of \$3200.00 to Defendants.

106. Despite Cooper's payment referenced above, Defendants failed to perform the publishing and promotional services as represented.

DD. Allegations regarding Consumer Jason Costa ("Costa")

107. On or about June 2007, Defendants represented that they would perform publishing services for Costa's book entitled "Windows", in exchange for his payment of \$999.00 to Defendants.

108. Despite Costa's payment referenced above, Defendants failed to perform the publishing services as represented.

EE. Allegations regarding Consumer Tom Crayns ("Crayns")

109. On or about August 2006, Defendants represented that they would perform publishing and promotional services for Crayns's book in exchange for his payment of \$1,280.00 to Defendants.

110. Despite Crayns' payment referenced above, Defendants failed to perform the publishing and promotional services as represented.

FF. Allegations regarding Consumer Clifford Crow ("Crow")

111. On or about May 17, 2006, Defendants represented that they would perform publishing and promotional services for Crow's book entitled "After the Diet's Over" in exchange for his payment of approximately \$2,000.00 to Defendants.

112. Subsequently, Crow made additional payments in the amount of \$1,500.00 to Defendants to promote the book, including, but not limited to, payment for a television commercial, and on the advice of Defendants, spent an additional \$1,500.00 to attend book signings.

113. Upon information and belief, on or about September 2006 and thereafter, more than 100 copies of "After the Diet's over" were sold, however Defendants failed to remit royalties due to Crow.

114. Despite Crow's payments referenced above, Defendants failed to perform the promotional services as represented, including, but not limited to, a failure to remit royalties due Crow from the sale of copies of his book.

GG. Allegations regarding Consumer Cecil Currey ("Currey")

115. On or about November 30, 2007, Defendants represented that they would promote Currey's books entitled "Innocence Dies "and "A Time to Remember", in exchange for Currey's payment of \$1,198.00 to the Defendants.

116. Despite Currey's payment referenced above, Defendants failed to perform the promotional services as represented, including but not limited to, those related to Kirkus book reviews.

HH. Allegations regarding Consumer Danielle D. Dellhomme ("Dellhomme")

117. On or about May 2006, Defendants represented that they would perform publishing and promotional services for Dellhomme's book in exchange for her payment of approximately \$2,981.00 to Defendants.

118. Despite Dellhomme's payment referenced above, Defendants failed to perform the publishing and promotional services as represented.

II. Allegations regarding Consumer Donald R. Downing ("Downing")

119. On or about September 6, 2006, Defendants represented that they would perform publishing and promotional services for Downing's books entitled "Jael The Conqueror" and "Born in His Image, Birthed in His Likeness" in exchange for his payment of approximately \$3,300.00 to Defendants.

120. Despite Downing's payment referenced above, Defendants failed to perform the publishing and promotional services as represented, including, a failure to follow through with services related to the Bowker Book Club Program.

JJ. Allegations regarding Consumer Michael El Nour ("El Nour")

121. On or about July of 2006 and thereafter, Defendants represented that they would perform promotional services for El Nour in connection with his book "Amen, the Occult Bloodline of the Grail" for El Nour's payments exceeding \$799.00 to Defendants.

122. Despite El Nour's payments referenced above, Defendants failed to perform promotional services as represented, including but not limited to in-person Hollywood presentations and Kirkus reviews.

KK. Allegations regarding Consumer Deborah Farler ("Farler")

123. On or about 2006, Defendants represented that they would perform publishing and promotional services for Farler's book in exchange for her payment to Defendants.

124. Despite Farler's payment, Defendants failed to perform the publishing and promotional services as represented.

LL. Allegations regarding Consumer Christel D. Fiore ("Fiore")

125. On or about September 20, 2006, Defendants represented that they would perform publishing and promotional services for Fiore in connection with her book in exchange for Fiore's payment of \$3,300.00 to Defendants.

126. Despite Fiore's payment referenced above, Defendants failed to perform the publishing and promotional services as represented.

MM. Allegations regarding Consumer Sera Flenniken ("Flenniken")

127. On or about February 2007, Defendants represented that they would perform promotional services for Flenniken's book entitled "Kobbler's Mill" in exchange for her payment of approximately \$639.40 to Defendants.

128. Despite Flenniken's payment referenced above, Defendants failed to perform the promotional services as represented.

NN. Allegations regarding Consumer Brigitte Z. Foulke ("Foulke")

129. On or about April 4, 2006, Defendants represented that they would perform promotional and publishing services for Foulke's book entitled "Nile Cruise and Beyond" in exchange for her payment of approximately \$650.00 to Defendants.

130. Despite Foulke's payment referenced above, Defendants failed to perform the promotional and publishing services as represented.

OO. Allegations regarding Consumer Rocco L. Fumento ("Fumento")

131. On or about July 25, 2006, Defendants represented that they would perform publishing and promotional services for Fumento's book entitled "A Lesser Saint" in exchange for his payment of approximately \$2,737.50 to Defendants.

132. Despite Fumento's payment referenced above, Defendants failed to perform promotional services as represented, including, but not limited to, a failure to provide national radio interviews and televised appearances to promote the book.

PP. Allegations regarding Consumer Charles R. Gaskins ("Gaskins")

133. On or about June 16, 2006, Defendants represented that they would perform promotional services for Gaskins' book entitled "Watchmen Cometh" in exchange for his payment of approximately \$400.00 to Defendants.

134. Despite Gaskins' payment referenced above, Defendants failed to perform the promotional services as represented.

QQ. Allegations regarding Consumer Kathleen C. Genovese ("Genovese")

135. On or about March 1, 2007, Defendants represented that they would perform promotional services for Genovese's book in exchange for her payment of approximately \$899.00 to Defendants.

136. Despite Genovese's payment referenced above, Defendants failed to perform the promotional services as represented, including, but not limited to, having two people to review the book.

RR. Allegations regarding Consumer Eunice A. Ghent ("Ghent")

137. On or about October 19, 2006, Defendants represented that they would perform publishing services for Ghent's book entitled "New Beginnings" in exchange for her payment of \$500 to Defendants.

138. Despite Ghent's payment referenced above, Defendants failed to perform the publishing services as represented.

SS. Allegations regarding Consumer Ewell E. Greeson ("Greeson")

139. On or about December of 2007, Defendants represented that they would perform publishing and promotional services for Greeson in connection with a book in exchange for Greeson's payment of approximately \$400.00 to Defendants.

140. Despite Greeson's payment referenced above, Defendants failed to perform the publishing and promotional services as represented.

TT. Allegations regarding Consumer Floriana F. Hall ("Hall")

141. In 2006 Defendants represented that they would perform promotional services for Hall's books in exchange for her payment of \$1,000.00 to Defendants.

142. Despite Hall's payment referenced above, Defendants failed to perform the promotional services as represented.

UU. Allegations regarding Consumer Gloria Hargrove ("Hargrove")

143. On or about 2006, Defendants represented that they would perform publishing and promotional services for Hargrove in connection with her book in exchange for Hargrove's payment of \$3,000.00 to Defendants.

144. Despite Hargrove's payment referenced above, Defendants failed to perform the publishing and promotional services as represented.

VV. Allegations regarding Consumer Patricia Harlow ("Harlow")

145. On or about the Summer of 2006, Defendants represented that they would perform publishing and promotional services for Harlow in connection with her book entitled "Rock with Rodney & Party with Perky to Preserve Wildlife" in exchange for Harlow's payments exceeding \$2,000.00 to Defendants.

146. Despite Harlow's payments referenced above, Defendants failed to perform the publishing and promotional services as represented, including but not limited to, the quantity of books published, and those related to the marketing of bookstores and an in-person Hollywood promotion.

WW. Allegations regarding Consumer Lee M. Harris ("Harris")

147. On or about October 5, 2007, Defendants represented that they would perform promotional services for Harris's book entitled "Holier than Holy, But Still Lost" in exchange for his payment of approximately \$450.00 to Defendants.

148. Despite Harris's payment referenced above, Defendants failed to perform the promotional services as represented, including, but not limited to, the Hollywood film promotion.

XX. Allegations regarding Consumer Louis B. Hatchett ("Hatchett")

149. On or about October 19, 2006, Defendants represented that they would perform paperback publishing services of two previously published cookbooks for Hatchett's in exchange for his payments of \$1,600.00 and \$800.00 to Defendants.

150. Despite Hatchett's payment referenced above, Defendants failed to perform the publishing services as represented. Hatchett's book still remains unpublished in a paperback form.

YY. Allegations regrinding Consumer John Henderson ("Henderson")

151. On or about December 2006, Defendants represented that they would perform promotional services for Henderson's book in exchange for his payment of approximately \$2,028.00 to Defendants.

152. Despite Henderson's payment referenced above, Defendants failed to perform the promotional services as represented.

ZZ. Allegations regarding Consumer Paula Welsh-Howard ("Welsh-Howard")

153. On or about June 2, 2007, Defendants represented that they would perform publishing services for Welsh-Howard's book in exchange for her payment of approximately \$1,655.00 to Defendants.

154. Despite Welsh-Howard's payment referenced above, Defendants failed to perform the publishing services as represented.

AAA. Allegations regarding Consumer Grace C. and Jason Hubal ("the Hubals")

155. On or about March of 2006, Defendants represented that they would perform publishing and promotional services for the Hubals in connection with their book entitled "For Meaning" in exchange for payment of \$8,000.00 to Defendants.

156. Despite the Hubals payment referenced above, Defendants failed to perform the publishing and promotional services as represented. The Hubals book remains unpublished.

BBB. Allegations regarding Consumer Libby Hughes ("Hughes")

157. On or about June 13, 2007, Defendants represented that they would perform publishing and promotional services for Hughes in connection with her book entitled "A Summer with Socrates" in exchange for Hughes' payment of \$1,895.00 to Defendants.

158. On or about July 31, 2007, Defendants represented that they would perform publishing and promotional services for Hughes in connection with her book entitled "Barack Obama: Voice of Unity, Hope and Change" in exchange for Hughes' payment of \$995.00.

159. Despite Hughes' payments referenced above, Defendants failed to perform the publishing and promotional services as represented.

CCC. Allegations regarding Consumer Margaret Theresa Jensen ("Jensen")

160. On or about March of 2007, Defendants represented that they would perform publishing and promotional services for Jensen in connection with her book in exchange for Jensen's payment of \$1,895.00 to Defendants.

161. Despite Jensen's payment referenced above, Defendants failed to perform the publishing and promotional services as represented. Jensen's book remains unpublished.

DDD. Allegations regarding Consumer Ginny Karoub ("Karoub")

162. On or about November 2007, Defendants represented that they would perform promotional services for Karoub in connection with her book entitled "Oliver and Author" in exchange for Karoub's payment of \$995.00 to Defendants and further represented and reiterated a promise to perform publication and promotional services for the book that Karoub had previously paid \$2,500 to Defendants.

163. Despite Karoub's payments referenced above, Defendants failed to perform the publishing and promotional services as represented, including, but not limited to, a Hollywood promotion.

EEE. Allegations regarding Consumer Samuel Kay ("Kay")

164. On or about the March 2007 and thereafter, Defendants represented that they would republish and promote Kay's book entitled "The Destiny of Man", which Kay had previously paid substantial sums to Defendants in exchange for publication and promotional services.

165. Despite Kay's previous payment and Defendants subsequent representations, Defendants failed to perform the publication and promotional services as represented, including but not limited to, those related to marketing to bookstores and Hollywood.

FFF. Allegations regarding Consumer Bonnie Kaye ("Kaye")

166. On or about July 10, 2006, Defendants represented that they would perform publishing and promotional services for Kaye's book entitled "Straight Wives: Shattered Lives" in exchange for her payment of \$5,000.00 to Defendants.

167. Despite Kaye's payment referenced above, Defendants failed to perform the publishing and promotional services as represented, including, but not limited to, a failure to remit royalties due Kaye from the sale of copies of her book.

GGG. Allegations regarding Consumer Alvin R. Kessinger ("Kessinger")

168. On or about 2006, Defendants represented that they would perform publishing and promotional services for Kessinger in connection with his book in exchange for payment to Defendants.

169. Despite Kessinger's payment referenced above, Defendants failed to perform the publishing and promotional services as represented.

HHH. Allegations regarding Consumer Hal O. Kesler ("Kesler")

170. On or about February 22, 2007, Defendants represented that they would perform publishing and promotional services for Kesler's book entitled "The Ravell'd Sleeve of Creation" in exchange for his payment of approximately \$4,999 to Defendants.

171. Despite Kesler's payment referenced above, Defendants failed to perform promotional services as represented, including, but not limited to, a failure to provide advertising in the New York Times.

III. Allegations regarding Consumer Ilya Kogan ("Kogan")

172. On or about June 12, 2007, Defendants represented that they would perform publishing and promotional services for Kogan's book in exchange for her payment of approximately \$1,172.00 to Defendants.

173. Despite Kogan's payment referenced above, Defendants failed to perform the publishing and promotional services as represented and Kogan's book remains unpublished.

JJJ. Allegations regarding Consumer John R. Krismer ("Krismer")

174. On or about 2007, Defendants represented that they would perform promotional and publishing services for Krismer's book entitled "Our Puppet Government" in exchange for his payment of \$2,550.00 to Defendants.

175. Despite Krismer's payment referenced above, Defendants failed to perform promotional and publishing services as represented.

KKK. Allegations regarding Consumer Gerald J. Kuecher ("Kuecher")

176. On or about May 10, 2007, Defendants represented that they would perform publishing services for Kuecher in connection with his book entitled "Fruitcake Hill" in exchange for Kuecher's payment of \$2,362.50 to Defendants.

177. Despite Kuecher's payment referenced above, Defendants failed to perform the publishing services as represented. Upon information and belief, Kuecher's book still remains unpublished.

LLL. Allegations regarding Consumer Larry D. Land ("Land")

178. On or about December 2006, Defendants represented that they would perform promotional services for Land's books entitled "Poisoned America U.S.A." and "Terrorism in the U.S." in exchange for his payment of approximately \$1,000.00 to Defendants.

179. Despite Land's payment referenced above, Defendants failed to perform the promotional services as represented.

MMM. Allegations regarding Consumer Anthony P. Laurento ("Laurento")

180. On or about October 31, 2007, Defendants represented that they would perform promotional and publishing services for Laurento's book in exchange for his payment of approximately \$5,563.63 to Defendants.

181. Despite Laurento's payment referenced above, Defendants failed to perform promotional and publishing services as represented. Upon information and belief, Laurento's book remains unpublished.

NNN. Allegations regarding Consumer George Liebermann ("Liebermann")

182. On or about March 12, 2007, Defendants represented that they would perform publishing and promotional services for Liebermann in connection with his book entitled "Evolution Derailed" in exchange for Liebermann's payment of approximately \$2521.25 to Defendants.

183. Despite Liebermann's payment referenced above, Defendants failed to perform the publishing and promotional services as represented, including, but not limited to, a failure to promote Liebermann's book in a telemarketing program, failure to provide a comprehensive book review, failure to provide a nationally syndicated radio interview, and a failure to promote Liebermann's book in retail bookstores.

OOO. Allegations regarding Consumer Sharon Licht ("Licht")

184. On or about February 19, 2007, Defendants represented that they would perform publishing and promotional services for Licht's book entitled "Magic Marmalade, A Tale of the Moonlight Fairies" in exchange for her payment of approximately \$1,895.00 to Defendants.

185. Despite Licht's payment referenced above, Defendants failed to perform the publishing and promotional services as represented, including, but not limited to, a

guaranteed placement of Licht's book in 15 stores, a failure to provide a full color front and back cover design for Licht's book, and publishing, proofing and printing of 100 copies of Licht's book.

PPP. Allegations regarding Consumer James J. Lowney ("Lowney")

186. On or about December 29, 2006, Defendants represented that they would perform publishing and promotional services for Lowney's book in exchange for her payment of \$995.00 to Defendants.

187. Despite Lowney's payment referenced above, Defendants failed to perform the publishing and promotional services as represented. Upon information and belief, Lowney's book remains unpublished.

QQQ. Allegations regarding Consumer Katie L. Lyle ("Lyle")

188. On or about October 17, 2006, Defendants represented that they would perform publishing and promotional services for Lyle's book in exchange for her payment of \$3,300 to Defendants.

189. Despite Lyle's payment referenced above, Defendants failed to perform publishing and promotional services as represented. Upon information and belief, Lyle's book remains unpublished.

RRR. Allegations regarding Consumer Olivia A. Lujan ("Lujan")

190. On or about April 18, 2006, Defendants represented that they would perform publishing services for Lujan's book entitled "Consequence of Passion" in exchange for her payment of approximately \$8,924.00 to Defendants.

191. Despite Lujan's payment referenced above, Defendants failed to perform the publishing services as represented and Lujan's book remains unpublished.

SSS. Allegations regarding Consumer Thomas J. Marinich ("Marinich")

192. On or about October 2007, Defendants represented that they would perform publishing services for Marinich's book in exchange for his payment of approximately \$3,500.00 to Defendants.

193. Despite Marinich's payment referenced above, Defendants failed to perform the publishing services as represented. Upon information and belief, Marinich's book remains unpublished.

TTT. Allegations regarding Consumer Kenneth J. Marks ("Marks")

194. On or about January 2007, Defendants represented that they would perform publishing services for Marks's book entitled "My God and Savior" in exchange for his payment of approximately \$1421.00 to Defendants.

195. Despite Marks's payment referenced above, Defendants failed to perform the publishing services as represented. Upon information and belief, Marks's book remains unpublished.

UUU. Allegations regarding Consumer Vivian Marshburn ("Marshburn")

196. On or about March 6, 2006, Defendants represented that they would perform publishing and promotional services for Marshburn's book entitled "Prayers from the Heart" in exchange for her payment of approximately \$900.00 to Defendants.

197. Despite Marshburn's payment referenced above, Defendants failed to perform the Publishing and promotional services as represented.

VVV. Allegations regarding Consumer Moriah Marston ("Marston")

198. On or about May 17, 2006, the Defendants represented they would publish and promote Marston's book entitled "Soul Searching with Djwhal Khul, the Tibetan" in exchange for Marston's payment of \$7,999.00 to the Defendants.

199. Despite Marston's payment referenced above, Defendants failed to perform the publication and promotional services as represented, including but not limited to, those related to the Special National Bookselling and Promotion Program.

WWW. Allegations regarding Consumer Clara E. Martin ("Martin")

200. On or about January 25, 2007, Defendants represented that they would perform promotional services for Martin's book entitled "Grandma's Stroll Down Memory Lane" in exchange for her payment of approximately \$7,750.00 to Defendants.

201. Despite Martin's payment referenced above, Defendants failed to perform the promotional services as represented, including, but not limited to a failure to promote Martin's book on large displays in the Los Angeles Times, New York Times and the Hollywood Reporter.

XXX. Allegations regarding Consumer Treva Lucile McCluskey ("McCluskey")

202. On or about September 5, 2006, Defendants represented that they would perform publishing and promotional services for McCluskey in connection with her book entitled "The Daughters of Julian Dane" in exchange for McCluskey's payment of \$2166.00 to Defendants.

203. Despite McCluskey's payment referenced above, Defendants failed to perform the publishing and promotional services as represented.

YYY. Allegations regarding Consumer Erin McGraw ("McGraw")

204. On or about April 1, 2007, Defendants represented that they would perform publishing and promotional services for McGraw's book in exchange for her payment of approximately \$2,000.00 to Defendants.

205. Despite McGraw's payment referenced above, Defendants failed to perform the publishing and promotional services as represented. Upon information and belief, McGraw's book remains unpublished.

ZZZ. Allegations regarding Consumer Donald F. Megnin ("Megnin")

206. In the October 19, 2007, Defendants represented that they would perform publishing services for Megnin's book entitled "The Security of Silence" in exchange for his payment of approximately \$10,770.43 to Defendants.

207. Despite Megnin's payment referenced above, Defendants failed to perform the publication and promotional services as represented, including, but not limited to, a failure to provide book reviews and a failure to promote Megnin's book to movie producers. Megnin's book remains unpublished.

AAAA. Allegations regarding Consumer C. Messenger ("Messenger")

208. On or about December 26, 2007, Defendants represented that they would perform publishing and promotional services for Messenger in connection with Messenger's book entitled "Evolution Derailed" in exchange for Messenger's payment of at least \$270.00 to Defendants.

209. Despite Messenger's payment referenced above, Defendants failed to perform the publishing and promotional services as represented.

BBBB. Allegations regarding Consumer Robert Millosh ("Millosh")

210. On or about February 2007, Defendants represented that they would perform publishing services for Millosh's book in exchange for his payment of \$1,895.00 to Defendants.

211. Despite Millosh's payment referenced above, Defendants failed to perform the publishing services as represented. Upon information and belief, Millosh's book remains unpublished.

CCCC. Allegations regarding Consumer Margaret Berger Morse ("Morse")

212. On or about November 2006, Defendants represented that they would perform promotional services for Morse's book in exchange for her payment of approximately \$199.00 to Defendants.

213. Despite Morse's payment referenced above, Defendants failed to perform the promotional services as represented.

DDDD. Allegations regarding Consumer John Mullen ("Mullen")

214. On or about January 2007, Defendants represented that they would perform promotional services for Mullen's book entitled "My Name is Smith" in exchange for his payment of approximately \$1,000.00 to Defendants.

215. Despite Mullen's payment referenced above, Defendants failed to perform the promotional services as represented

EEEE. Allegations regarding Consumer Donald F. Myers ("Myers")

216. On or about September 1, 2007, Defendants represented that they would perform publishing and promotional services for Myers in connection with his book entitled "101 Sea Stories" in exchange for Myers' payment of at least \$500.00 to Defendants.

217. Despite Myers' payment referenced above, Defendants failed to perform the publishing and promotional services as represented. Myers' book still remains unpublished.

FFFF. Allegations regarding Consumer David J. Nemec ("Nemec")

218. On or about October of 2006, Defendants represented that they would perform publishing and promotional services for Nemec in connection with his book in exchange for Nemec's payment of \$3,300.00 to Defendants.

219. Despite Nemec's payment referenced above, Defendants failed to perform the publishing and promotional services as represented.

GGGG. Allegations regarding Consumer Beverly Nichols ("Nichols")

220. On or about August 22, 2007, Defendants represented that they would perform publishing and promotional services for Nichols' book in exchange for her payment of approximately \$2,162.00 to Defendants.

221. Despite Nichol's payment referenced above, Defendants failed to perform the publishing and promotional services as represented. Upon information and belief, Nichols' remains unpublished.

HHHH. Allegations regarding Consumer George Novitsky ("Novitsky")

222. On or about 2006, Defendants represented that they would perform publishing and promotional services in connection with a book by Novitsky in exchange for his payment to Defendants.

223. Despite Novitsky's payment referenced above, Defendants failed to perform the publishing and promotional services as represented.

IIII. Allegations regarding Consumer Jackie Nourigat ("Nourigat")

224. On or about September 29, 2006, Defendants represented that they would perform publishing and promotional services for Nourigat's book entitled "Once in a Cradle" in exchange for her payment of approximately \$2,720.00 to Defendants.

225. Despite Nourigat's payment referenced above, Defendants failed to perform the publishing and promotional services as represented. Upon information and belief, Nourigat's book remains unpublished.

JJJJ. Allegations regarding Consumer Mari M. Osmon ("Osmon")

226. On or about September 10, 2007, Defendants represented that they would perform publishing services for Osmon for her payment of approximately \$174.75 to Defendants.

227. Despite Osmon's payment referenced above, Defendants failed to perform the publishing services as represented. As of today, Osmon still has not received printed and shipped copies of her book.

KKKK. Allegations regarding Consumer Helen Paquin ("Paquin")

228. On or about November 1, 2006, Defendants represented that they would perform publishing and promotional services for Paquin in connection with her book entitled "Hell Forever Pounds My Door" in exchange for Paquin's payment of \$1,895.00 to Defendants.

229. Despite Paquin's payment referenced above, Defendants failed to perform the publishing and promotional services as represented. As of date, Paquin's book still remains unpublished, but his manuscript has been returned.

LLLL. Allegations regarding Consumer Bob Penfield ("Penfield")

230. On or about May 23, 2006, Defendants represented that they would perform publishing and promotional services for Penfield's book entitled "Dad Lemmon's Friends" in exchange for his payments of approximately \$8,921.00 to Defendants.

231. Despite Penfield's payments referenced above, Defendants failed to perform the promotional services as represented, including, but not limited to, a failure to promote Penfield's book at a Bowman County Centennial Celebration.

ZZZ. Allegations regarding Consumer Numa Jay Pillion ("Pillion")

232. On or about March 12, 2007, Defendants represented that they would perform promotional services for Pillion in connection with her book entitled "The Heart of a Convict" for Pillion's payment of \$650.00 to Defendants.

233. Despite Pillion's payment referenced above, Defendants failed to perform the promotional services as represented. Upon information and belief, Pillion's book still remains unpublished.

MMMM. Allegations regarding Consumer Asa H. Pittman ("Pittmann")

234. On or about April 30, 2007, Defendants represented that they would perform publishing and promotional services for Pittman in connection with his book for payment of \$2,958.00 to Defendants.

235. Despite Pittmann's payment referenced above, Defendants failed to perform the publishing and promotional services as represented. Upon information and belief, Pittman's book remains unpublished.

NNNN. Allegations regarding Consumer Rudy A. Pizzaro ("Pizzaro")

236. On or about December 26, 2006, Defendants represented that they would perform publishing services for Pizzaro's book entitled "The Truth and Power of the Holy Trinity" in exchange for his payment of approximately \$10,612.00 to Defendants.

237. Despite Pizzaro's payment referenced above, Defendants failed to perform the publishing services as represented.

OOOO. Allegations regarding Consumer Paul Psomas ("Psomas")

238. On or about November 2006, Defendants represented that they would perform publishing and promotional services for Psomas' book in exchange for his payment of \$2,000.00 to Defendants.

239. Despite Psomas' payment referenced above, Defendants failed to perform the publishing and promotional services as represented.

DDDD. Allegations regarding Consumer Ken Pullen ("Pullen")

240. On or about May 2006, Defendants represented that they would perform publishing and promotional services for Pullen's book in exchange for his payment of approximately \$8,000.00 to Defendants.

241. Despite Pullen's payment referenced above, Defendants failed to perform the publishing and promotional services as represented.

PPPP. Allegations regarding Consumers Mr. and Mrs. Karen Peoples ("the Peoples")

242. On or about August 2006, Defendants represented that they would perform publication services for the Peoples' books including, "She Won't Tell", "Fireman in a Crackhouse" and "Raped and Restored" in exchange for payments by the Peoples of at least \$4,000.00 to Defendants.

243. Despite the Peoples' payments referenced above, Defendants failed to perform the publication services as represented.

QQQQ. Allegations regarding Consumer James H. Quina ("Quina")

244. On or about September 6, 2006, Defendants represented that they would perform publishing and promotional services for Quina's book entitled "The King of Cups" in exchange for his payment of approximately \$4,000.00 to Defendants.

245. Despite Quina's payment referenced above, Defendants failed to perform the promotional services as represented. Upon information and belief Quina's book remains unpublished.

RRRR. Allegations regarding Consumer Terry Rajan ("Rajan")

246. On or about the Spring of 2006, the Defendants represented that they would perform promotional services for Rajan's book entitled "No Commitment" in exchange for his payment of \$7,000.00 to Defendants.

247. Despite Rajan's payment referenced above, Defendants failed to perform the promotional services as represented.

SSSS. Allegations regarding Consumer Melody Ravert ("Ravert")

248. On or about December 2007, Defendants represented that they would perform publishing services for Ravert's book entitled "Silent Angel" in exchange for her payment of approximately \$2,000.00 to Defendants.

249. Despite Ravert's payment referenced above, Defendants failed to perform the publishing and promotional services as represented. Ravert's book remains unpublished.

TTTT. Allegations regarding Consumer Bil Romain ("Romain")

250. In 2006, the Defendants represented they would promote Romain's first book entitled "The Shamesamson Manor: The Tale of the Simple Crown" in exchange for a substantial payment and on or about September 2007, the Defendants represented that they would publish and promote Romain's second book entitled "The Shamesamson Manor: Tara and the Stone of Destiny" in exchange for Romain's payment of \$1,895.00 to the Defendants.

251. Despite Romain's payments referenced above, Defendants failed to perform the publication and promotional services as represented, including but not limited to, those related a London book fair and a Hollywood promotion.

UUUU. Allegations regarding Consumer Judith Lynn Sawyer ("Sawyer")

252. On or about April 6, 2007, Defendants represented that they would perform publishing and promotional services for Sawyer in connection with her book entitled "This Is How We Pray" in exchange for Sawyers' payment of at least \$1,895.00 to Defendants.

253. Despite Sawyer's payment referenced above, Defendants failed to perform the publishing and promotional services as represented, including but not limited to, a failure to promote Sawyer's book in Baker & Taylor Books and Ingram Distribution, a failure to promote books on the Defendants' websites, and a failure to provide Sawyer with 50 copies of her published book.

VVVV. Allegations regarding Consumer Frankie H. Schein ("Schein")

254. On or about November 1, 2006, Defendants represented that they would perform publishing services for Schein's book in exchange for her payment of \$1,000.00 to Defendants.

255. Despite Schein's payment referenced above, Defendants failed to perform publishing services as represented.

WWWW. Allegations regarding Consumer Jennifer B. Schultz ("Schultz")

256. In October of 2006, Defendants represented that they would perform publishing and promotional services for Schultz's book in exchange for her payment of \$5,000.00 to Defendants.

257. Despite Schultz's payment referenced above, Defendants failed to perform publishing and promotional services as represented. Upon information and belief, Schultz's book remains unpublished.

XXXX. Allegations regarding Consumer Luis A. Segura ("Segura")

258. On or about December 7, 2007, Defendants represented that they would perform promotional services for Segura's books entitled "The Last of the Wetbacks" and "El Ultimo De Los Mojados" in exchange for his payment of approximately \$1,117.00 to Defendants.

259. Despite Segura's payments referenced above, Defendants failed to perform the publishing and promotional services as represented.

YYYY. Allegations regarding Consumer John Shimmin ("Shimmin")

260. On or about September 2006, Defendants represented that they would perform publishing and promotional services for Shimmin's book entitled "The Manx Grail Chronicles: Mystery of the Templar Treasure" in exchange for his payment of \$2,750.00 to Defendants.

261. Despite Shimmin's payment referenced above, Defendants failed to perform publishing and promotional services as represented, including, but not limited to,

a failure to provide copies of the book and a failure to present the book at a book fair in London.

ZZZZ. Allegations regarding Consumer Gertrude Shiver ("Shiver")

262. On or about November 2006, Defendants represented that they would perform publishing services for Shiver's book entitled "Silent Angel" in exchange for her payment of approximately \$3,844.00 to Defendants.

263. Despite Shiver's payment referenced above, Defendants failed to perform the publishing and promotional services as represented. Upon information and belief, Shiver's book remains unpublished.

AAAAA. Allegations regarding Consumer Ajit C. Silva ("Silva")

264. On or about December 27, 2006, Defendants represented that they would perform publishing and promotional services for Silva in connection with the book entitled "The Ten Commandments of Quality Management" in exchange for Silva's payment of \$2,600.00 to Defendants.

265. Despite Silva's payment referenced above, Defendants failed to perform the publishing and promotional services as represented. Upon information and belief, Silva's book remains unpublished.

BBBBB. Allegations regarding Consumer Henry B. Spiers ("Spiers")

266. On or about October 2006, Defendants represented that they would perform publishing services for Spiers's book entitled "Shooting Star" in exchange for his payment of approximately \$1,500.00 to Defendants.

267. Despite Spiers's payment referenced above, Defendants failed to perform the publishing services as represented. Upon information and belief, Spiers's book remains unpublished.

CCCCC. Allegations regarding Consumer Barbara J. Stevenson-Spurgeon ("Spurgeon")

268. On or about April 22, 2006, Defendants represented that they would perform publishing and promotional services for Spurgeon in connection with three books entitled "Have You Ever Made Mud Pie on a Hot Summer Day?", "Old Silent One", and "Infectious Memories" in exchange for her payment of \$3,398.00 to Defendants.

269. Despite Spurgeon's payment referenced above, Defendants failed to perform the publishing and promotional services as represented.

DDDDD. Allegations regarding Consumer Diane Stegman ("Stegman")

270. On or about May 30, 2007, Defendants represented that they would perform publishing services for Stegman in connection with her book entitled "Grill" for Stegman's payment of \$1,421.25 to Defendants.

271. Despite Stegman's payment referenced above, Defendants failed to perform the publishing services as represented. Upon information and belief, Stegman's book remains unpublished.

EEEEEE. Allegations regarding Consumer Caroline F. Stevens ("Stevens")

272. On or about April 2006, Defendants represented that they would perform publishing and promotional services for Stevens' book entitled "Ling'ring Mem'ries" in exchange for her payment of approximately \$1,630.00 to Defendants.

273. Despite Stevens' payment referenced above, Defendants failed to perform the promotional services as represented.

FFFFF. Allegations regarding Consumer Keith and Barbara Stuart ("the Stuarts")

274. On or about January 2007, Defendants represented that they would perform publishing and promotional services for the Stuarts' book entitled "Forbidden Passion" in exchange for their payment of approximately \$4,000 to Defendants.

275. Despite the Stuarts' payment referenced above, Defendants failed to perform proper publishing and promotional services as represented, including, but not limited to, a failure to remit royalties due to the Stuart's from the sale of copies of their book.

GGGGG. Allegations regarding Consumer Harvey S. Turner ("Turner")

276. On or about April 30, 2007, Defendants represented that they would perform publishing services for Turner in connection with his book in exchange for payment to Defendants.

277. Despite Turner's payment referenced above, Defendants failed to perform the publishing services as represented.

HHHHH. Allegations regarding Consumer Phillip Varady ("Varady")

278. On or about October 4, 2006, Defendants represented that they would perform publishing and promotional services for Varady in connection with his book for Varady's payment of approximately \$3,300.00 to Defendants.

279. Despite Varady's payment referenced above, Defendants failed to perform the publishing and promotional services as represented.

IIII. Allegations regarding Consumer Lois V. Walker ("Walker")

280. On or about January of 2007, Defendants represented that they would perform publishing and promotional services for Walker in connection with her book in exchange for Walker's payment of \$799.00 to Defendants.

281. Despite Walker's payment referenced above, Defendants failed to perform the publishing and promotional services as represented.

JJJJ. Allegations regarding Consumer Anthony Wallace (Wallace")

282. On or about May 26, 2006, Defendants represented that they would perform publishing and promotional services for Wallace's book entitled "The Color of Love" in exchange for his payment of approximately \$1,325.00 to Defendants.

283. Despite Wallace's payment referenced above, Defendants failed to perform the publishing services as represented, including, but not limited to, a failure to promote Wallace's book in 15 bookstores, 3 Airleaf stores and internet point of purchase sites such as Amazon.com and Powells.com.

KKKKK. Allegations regarding Consumer Leif Werner ("Werner")

284. On or about March 29, 2007, Defendants represented that they would perform promotional and publishing services for Werner's book in exchange for his payment of approximately \$650.00 to Defendants.

285. Despite Werner's payment referenced above, Defendants failed to perform the publishing and promotional services as represented, including, but not limited to the Hollywood film promotion.

LLLLL. Allegations regarding Consumer Robert Weintraub ("Weintraub")

286. On or about July 17, 2007, Defendants represented that they would perform publishing and promotional services for Weintraub in connection with his book

entitled "Painting the Corners, A Collection of Off-Center Baseball Stories" in exchange for Weintraub's payment of \$1,326.00 to Defendants.

287. Despite Weintraub's payment referenced above, Defendants failed to perform the publishing and promotional services as represented. Upon information and belief, Weintraub's book still remains unpublished.

MMMMM. Allegations regarding Consumer Frank G. Westermoreland ("Westmoreland")

288. On or about September 18, 2006, Defendants represented that they would perform publishing and promotional services for Westermoreland's book entitled "Rescue Me" in exchange for his payment of \$1,320.00 to Defendants.

289. Despite Westermoreland's payment referenced above, Defendants failed to perform the publishing services as represented, including, but not limited to, a failure to provide him with 100 copies of his book.

NNNNN. Allegations regarding Consumer Earnest L. Williams, Jr. ("Williams")

290. On or about December 2006, Defendants represented that they would perform promotional services for Williams in connection with his book for payment of \$995.00 to Defendants.

291. Despite Williams' payment referenced above, Defendants failed to perform the promotional services as represented.

OOOOO. Allegations regarding Consumer William Robert Williamson ("Williamson")

292. On or about September 24, 2007, Defendants represented that they would perform publishing and promotional services for Williamson in connection with his book in exchange for payment of \$2,600.00 to Defendants.

293. Despite Williamson's payment referenced above, Defendants failed to perform the publishing and promotional services as represented, including, but not limited to, a failure to deliver hundreds of copies of his book.

PPPPP. Allegations regarding Consumer Charles J. Winnicky ("Winnicky")

294. On or about October 7, 2007, Defendants represented that they would perform publishing and promotional services for Winnicky's book in exchange for his payment of approximately \$2,545.00 to Defendants.

295. Despite Winnicky's payment referenced above, Defendants failed to perform publishing and promotional services as represented. Upon information and belief, Winnicky's book remains unpublished.

QQQQQ. Allegations regarding Consumer Alinka Zyrmont ("Zyrmont")

296. On or about August 13, 2007, Defendants represented that they would perform promotional services for Zyrmont's book entitled "Forbidden Passion" in exchange for her payment of approximately \$300.00 to Defendants.

297. Despite Zyrmont's payment referenced above, Defendants failed to perform the promotional services as represented.

298. At the times the Defendants made publication and promotional representations and solicitations including those referred to and/or identified above, they knew or should have known that the representations and solicitations were misleading, deceptive, false and/or untrue.

299. At the times Defendants transacted with consumers, including those specifically identified above, the Defendants made representations and solicitations they knew or should have known were misleading, deceptive, false and/or untrue.

300. As of today's date, the Defendants have yet to perform the represented publication and/or promotional services or to provide refunds to the consumers identified above.

COUNT I - VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT

301. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 300 above.

302. The transactions identified in paragraphs are "consumer transactions" as defined by Ind. Code § 24-5-0.5-2(a)(1).

303. The Defendants are "suppliers" as defined by Ind. Code § 24-5-0.5-2(a)(3).

304. By representing to consumers, including but not limited to the consumers identified in this Complaint above, that they would receive certain publication and promotional services, including but not limited to one or more of the services identified or referred to herein, when the Defendants knew or reasonably should have known the consumers would not receive the services as represented, the Defendants misrepresented the sponsorship, performance, characteristics, accessories, uses or benefits of the transactions in violation of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(1).

305. By representing to consumers, including but not limited to the consumers identified in this Complaint above, that Defendants had sponsorship, approval or affiliation in connection with promotional services, including but not limited to one or more of the services identified or referred to herein, when the Defendants knew or reasonably should have known the representations were false, the Defendants

misrepresented the sponsorship, approval or affiliation of the transactions in violation of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(7).

306. By representing expressly or by implication that they would complete within a stated period of time or within a reasonable period of time the publication and promotional services, including but not limited to one or more of the services identified or referred to herein, to consumers including but not limited to those identified in this Complaint above, when the Defendants knew or reasonably should have known the services would not be so completed, the Defendants violated the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(10).

307. By representing that consumers, including, but not limited to, those identified in this Complaint above, would be able to purchase publication and promotional services solicited, advertised and/or represented by the Defendants, including but not limited to those services identified and referenced herein, when the Defendants did not intend to sell or otherwise provide the publication and promotional services, the Defendant violated the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(11).

308. Pursuant to Ind. Code § 24-5-0.5-7, and as stated explicitly in the AVC Airleaf agreed to and referenced in paragraph 47 above, any violation of an Assurance of Voluntary Compliance, including the AVC, “constitutes *prima facie* evidence of a deceptive act.

309. Airleaf’s conduct after entering the AVC is *prima facie* evidence of deceptive acts against the Defendants.

COUNT II – KNOWING AND INTENTIONAL VIOLATIONS OF

THE DECEPTIVE CONSUMER SALES ACT

310. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 309 above.

311. The misrepresentations and deceptive acts set forth above were committed by the Defendants with knowledge and intent to deceive.

RELIEF

WHEREFORE, the Plaintiff, State of Indiana, requests the Court enter judgment against the Defendants, Airleaf, LLC, formerly doing business as Bookman Marketing, LLC and Carl Lau, Individually, enjoining the Defendants from the following:

- a. representing, expressly or by implication, the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have, which the Defendants know or reasonably should know it does not have;
- b. representing, expressly or by implication, the Defendants have a sponsorship, approval, or affiliation in a consumer transaction they do not have, and which the Defendants know or reasonably should know they do not have;
- c. representing, expressly or by implication, the Defendants are able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendants know or reasonably should know they cannot; and

- d. representing expressly or by implication consumers will be able to purchase the subject of a consumer transaction as advertised by the Defendants, if the Defendants do not intend to sell it.

AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against the Defendants for the following relief:

- a. cancellation of any and all unlawful consumer transactions and/or contracts, including but not limited to those consumer transactions and/or contracts entered into with those persons identified in this Complaint above, pursuant to Ind. Code § 24-5-0.5-4(d);
- b. consumer restitution for money unlawfully received from aggrieved consumers, including, but not limited to the persons identified in this Complaint above, pursuant to Ind. Code § 24-5-0.5-4(c)(2);
- c. costs pursuant to Ind. Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;
- d. on Count II of the Plaintiff's Complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendants' knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Thousand Dollars (\$5,000) per violation, payable to the State of Indiana;
- e. on Count II of the Plaintiff's Complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendants' intentional violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500) per violation, payable to the State of Indiana; and

f. all other just and proper relief.

Respectfully submitted,

STEVE CARTER
Indiana Attorney General
Atty. No. 4150-64

By:



Thomas Irons
Deputy Attorney General
Atty. No. 19822-49

Office of the Attorney General
Consumer Protection Division
302 West Washington St., IGCS 5th Floor
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have (let's say) I have (let's say) I have
(let's say) I have (let's say) I have (let's say) I have

... I have been thinking about you for
many years. You have been a great
friend.

... I have been thinking about you for
many years. You have been a great
friend.

... I have been thinking about you for
many years. You have been a great
friend.

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STATE'S
EXHIBIT
A

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- ... More book placements
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- ... More sales

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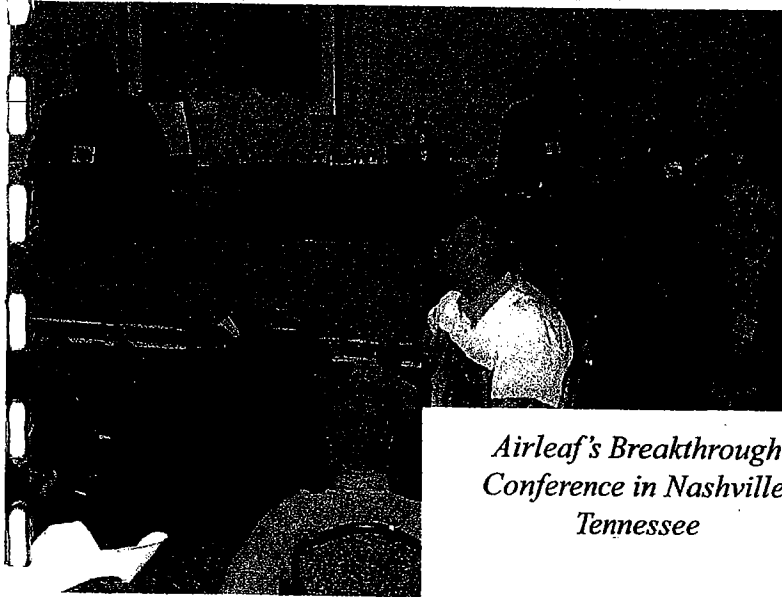
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I especially appreciated the warmth and eager interaction that Airleaf Staff afforded the authors. And thank you for forwarding the message sent by Ron Sukenick. It was very thoughtful of you.

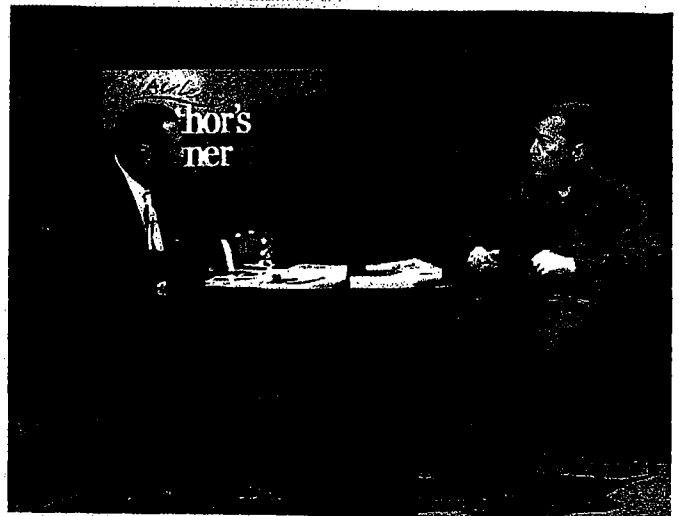
I look forward to attending the next Airleaf Publisher/Author Convention."

— Betty Johnson (B.J.Dana)

Author of *Tales Of The Sugar Hollow Twins*



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Airleaf's television show, Author's Corner. Pictured are the host, Chris Wright and Brien Jones. The show airs on WTHR - Channel 13 in Indianapolis and on the PAX Network in Southern California.

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On Friday, February 20, 2004, at 10:00 A.M, I've been asked to appear on a radio program emphasizing senior citizens memories by Pam Halladay. This should prove to be an interesting experience. Further Pam wants me to conduct a discussion At Hannan House (a Seniors Residence) for a writing group that meets there on Tuesday mornings. The plan is to sell books and do a book signing following the Discussion period...the idea is exciting. ...

— Herb Sanders,
Author of *a hill o' beans*

Liz Ladd, Airleaf, "Melrose" Larry Green, Lt. Col. Kincheon "Bert" Bailey and Dennis Monroe.

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6. AUTHOR understands that the laws of Indiana govern this agreement, and that Indiana would be the venue for any dispute.

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AUTHOR INFORMATION

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Address _____ City _____

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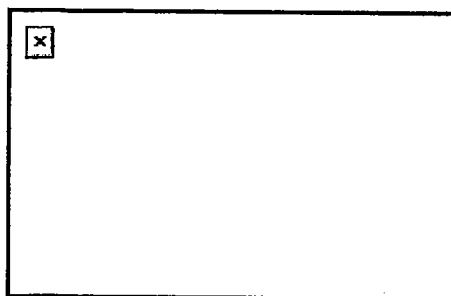
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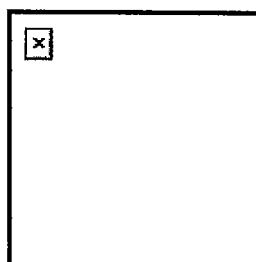
A black and white photograph of a diverse group of approximately ten people, including men and women of various ages, standing together and smiling. They are dressed in casual to semi-formal attire. The background is slightly blurred, suggesting an indoor setting.

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 Carl Lau meets with Cinemagic in Las Vegas

Carl Lau meets with
Cinemagic in Las Vegas!



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Redacted Excerpts from Promotional Email Dated 2006-2007 Sent by the Defendants to Consumers

Cruise

Walk the Red Carpet with Airleaf on the *Carnival Sensation*

For a limited time only, Airleaf has made arrangements to secure an audience with **film producer Al Smith** of LiteStone Entertainment. This weekend will guarantee a **one-on-one meeting** with you and LiteStone Entertainment offering you the opportunity to see what the film industry is looking for and if your book has what it takes to make the red carpet.

September 27-30, hear world-class speakers and attend valuable workshops promoting book sales. Schedule your time with Airleaf Executives, including Carl Lau, to discuss **national exposure** and enjoy benefiting from other authors' experiences while cruising to Nassau, Bahamas.

There are only 13 cabins available as of today and due to limited availability on board the ship, they must be reserved by Friday, June 29, 2007. Get your passports ready and call Dawn directly at 1-800-342-6068 or email dduncan@airleaf.com...

Book Fairs

Subject: I am selling books in Europe and you can still cash in!!
Date: 9/20/2006 2:39:43 P.M. Eastern Standard Time
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To: [REDACTED]@ol.com

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2. Send an email campaign to 20,000 european bookstore owners! (10,000

are brand-new!)

3. Send an email campaign to 100,000 European book and CD buyers!

4. List your book on <http://amazon.co.uk>!

5 List your book on <http://www.biblioiz.com>!

For a very limited time, the price of this new service is amazingly low-just \$299! If you would like to sell your book in Europe call me at 1-800-342-6068 or email khatfield@airleaf.com. We can have your book for sale on our websites today!

Krystal Hatfield
Author Consultant

PS. Check out our ads this month in Oracle Magazine and Veterans Reporter, and our new websites <http://www.airleafeuro.com/> and <http://www.bowkerclub.com/>

<http://www.airleaf.com/>

Books to Movies

Subject: I can only pitch 5 more books in Hollywood!
Date: 7/12/2006 2:57:48 P.M. Eastern Standard Time
From: khatfield@airleaf.com
To: [REDACTED]@aol.com

I
Sent from the Internet (Details)
I

I have 10 books to practice on now, but I can only present 15 when I get to Universal Studios. That just leaves 5 more books that I can pitch. (Besides, we're running out of time. I have just three weeks to get the treatment written, read the book and develop my presentation!)

It also still only costs \$487! You save 25% of the regular price of \$650

If you'd like me to present your book in Hollywood August 4-6 let me know right away! Reply or call 1-800-342-6068

Krystal Hatfield
Author Consultant

Subject: Introduce your Book to 2000 Independent Film Makers! 1000 that are brand new!
Date: 8/29/2006 1:04:21 P.M. Eastern Standard Time
From: khatfield@airleaf.com
To: [REDACTED]@com

Sent from the Internet (Details)

For two years we have been working hard to get our author's books made into movies. We have made many trips to Hollywood, so many in fact that we opened an LA office with our partner Cinemagic!

What started it all was our Filmmakers service. We are offering that service today, but now we have 1000 brand new producer/ director contacts!

What we do first is design a special promotion for Producers and Directors(called a treatment)about your book. While we write the treatment, you can make any changes you want(no charge.)

Once you approve it, we send it to 2000 Filmmakers.

We follow up responses whatever way is necessary including visiting in person. I personally have been to Hollywood six times in the last 9 months.

As always, you will reserve all the rights to your book.

The regular price for this unique service is \$350

TODAY AND TOMORROW, THE PRICE IS JUST \$199

To save over \$150 on this unique service call me now at 1-800-342-6068 or email khatfield@airleaf.com!

Krystal Hatfield
Author Consultant

Subject: Airleaf announces two books optioned to be made into feature films!
Date: 11/17/2006 2:37:58 P.M. Eastern Standard Time
From: info@airleaf.com
To: [REDACTED].com

Sent from the Internet (Details)

Carl Lau, President of Airleaf Publishing and Book Selling Services is proud to announce two new motion picture projects!

Lite Stone Entertainment--a Hollywood Production Company with a 30-year track record of successful films--Has optioned two Airleaf books to become feature films.

Congratulations to Mike Scott, author of "Heiress", and David Telford, author of "Minstrel of a Modern Time"! This triumph is the culmination of one year's work presenting our author's books to Hollywood Producers and Directors.

For more information about selling YOUR book in Hollywood, or to bookstores call at 1-800-342-6068!

Subject: Airleaf's First Movie!
Date: 3/28/2007 5:00:12 P.M. Eastern Daylight Time
From: khatfield@airleaf.com
To: [REDACTED]@aol.com

Sent from the Internet (Details)

Is your book the next to appear on the big screen?

Check out www.airleaf.com to see the trailer for our first film, *Jessie's Girl*.

We are making another trip to Hollywood in April to present all new books to all new Producers and Directors! **We will present your book in face to face meetings for just \$650.**

Call me today to get started!

Krystal Hatfield

Author Consultant

1-800-342-6068

Airleaf Publishing and Book Selling

35 Industrial Drive, Suite 104

Martinsville, IN 46151

Fax (765) 342-7217

Book Reviews

From: khatfield@airleaf.com
To: [books@\[REDACTED\].com](mailto:books@[REDACTED].com)
Subject: The Best Books of 2006
Date: 27 Nov 2006 17:18:51 -0500

Kirkus Reviews is about to release The Best Books of 2006, featuring this year's best of the best in every genre. Last year's titles included such authors as Frieda Arkin, John C. Wright and Norman Lewis. Airleaf has reserved a spot for you! We are presenting a full color, full page ad layout introducing our best books to some of the industry's

top buyers...

If you'd like to be featured in this year's special magazine from the editors of Kirkus Reviews, please give me a call at 1-800-342-6068.

Magazine Advertising

Subject: Picture your book in a full-color, full-page ad in Advance Magazine!
Date: 8/10/2006 12:03:34 P.M. Eastern Standard Time
From: khatfield@airleaf.com
To: [REDACTED]@aol.com

Sent from the Internet (Details)

Due to our overwhelming and ongoing success with our ads in Oracle Magazine and Veterans Reporter, we are now taking out a full page ad in Advance Magazine!

Advance Magazine is published by Ingram, and is sent to thousands of retail bookstores every month. Advance has been "The Onesource For Booksellers and Librarians Since 1975", bookstore owners take it very seriously!

Our full-page, glossy full-color ad will feature just 16 of our authors. If you would like to be included, call or email me right away.

Because it is the back cover, this ad costs us quite a bit more than the other magazines. Despite that, we are offering the space--ONLY THIS FIRST TIME-- at the same price as the other magazines--Just \$399! The first 16 that sign up will be the first to appear...

If you'd like to advertise in any of these magazines call 1-800-342-6068 or email khatfield@airleaf.com!

Krystal Hatfield

Website Advertising

10/24/06

At Airleaf Marketing & Publishing, we still believe that books are sold in bookstores. However, as we move into the Twenty-First Century, we cannot afford to ignore the selling power of the internet. That's why we are introducing our new World Wide Wire service at an introductory

price of just \$249!

Of course, we will sell your book on our unique website for bookstore owners www.Airleaf.com. However, with our new World Wide Wire Service we will maximize your book's internet exposure. We will place and administer the sale of your book on these powerful bookselling websites:

www.ebay.com

www.overstock.com

www.google.com

www.buy.com

www.airleafeliteclub.com

www.thebigbooks.com

www.marquisbooks.com

www.bookatron.com

www.airleafeuro.com

We will also send a custom-written press release to 10,000 media representatives.

All of this is just \$249 until next Tuesday, October 31, 2006! The regular price for this service will be \$499 starting November 1, 2006. To save over 50% call or email now!

As always, we will sell your book even if you published with another company--and if you're not already a client we can have your book for sale on our websites TODAY! Just give me a quick call at 1-800-342-6068.

Brien Jones
Author Consultant

Radio Advertising

Subject: Talk about your book on KCEG FM in the San Francisco Bay Area!
Date: 4/17/2006 5:07:06 P.M. Eastern Standard Time
From: dawn@airleaf.com
To: [REDACTED]@aol.com

Sent from the Internet ([Details](#))

Due to the success of our syndicated radio show "Author's Corner", co-hosted by Melrose Larry Green, we are expanding with a new radio program in a key market.

Heard across the Bay Area at 88.1 FM and 97.7 FM this Author's Corner will be hosted by the voice of Oakland, California, Ian Moore. A full ten-minute interview is just \$199!

The broadcast will be heard in Oakland, San Jose AND San Francisco, California and will be our first ever in the Bay Area. The show can also be heard nationwide on www.jazzbeatradio.tv

The show will air Sundays, beginning May 7th from 4:00 PM to 6:00 PST. To schedule your interview, call me at 1-800-342-6068

Dawn Rodgers
Author Consultant
Airleaf Publishing & Book Selling Services
35 Industrial Drive, Suite 104
Martinsville, IN 46151

* * * * *

10/17/06

Radio interviews sell books. It's that simple. Because we have been publicizing authors and selling books for over four years we have amazing connections and are able to sell thousands of dollars in airtime for pennies on the dollar. For just \$399, we can offer AM or FM interviews in:

1. Boston
2. Pittsburgh
3. Las Vegas
4. Oakland, CA
5. Gary, Indiana (Chicago)
6. Colorado front range (Denver)

Choose any one market for \$399! Choose two markets for \$599 or choose all six for just \$1199! To schedule your interview(s) call me at 1-800-342-6068 or email penny@airleaf.com. If you're not already a client, we can have your book for sale on our websites today!

Penny Clayton
Author Consultan

Television Advertising

9/07/06

No, it's not a misprint. We are offering authors television advertising for unheard-of rates. Skytrack 13 is an Indianapolis station viewed in 630,000 homes in central Indiana. Two of Airleaf's bookstores are in cities in the viewing area.

This TV advertising package is 240 thirty-second spots, featuring your books cover and a brief synopsis. The commercials will be produced professionally by the station and played AT LEAST 40 times per month for 6 months.

IT'S ONLY \$600!!! That means each commercial costs two dollars and 50 cents.

This is available to authors only until September 15, 2006.

To take advantage of this amazing offer, call me 1-800-342-6068 or email penny@airleaf.com!

Penny Clayton
Author Consultant

Book Signings

From: brien@airleaf.com
To: books@[REDACTED].com
Subject: Guaranteed Book Signings!
Date: 14 Jun 2006 15:28:31 -0400

This month we are introducing our new Book Tour Package for just \$525! Our telemarketers will call bookstores in the markets of your choice and set up book signings at retail (brick & mortar) stores.

We are so confident that we can set up book signings that we will guarantee AT LEAST five or refund your \$525!

For more information on this, or any of our unique bookselling services call me at 1-800-342-6068 or email brien@airleaf.com

Brien Jones
Airleaf Publishing and Book Selling Services

Books to Bookstores

Subject: Reach 2000 new bookstore owners for \$199!
Date: 9/12/2006 1:28:30 P.M. Eastern Standard Time
From: khatfield@airleaf.com
To: [REDACTED]@aol.com

Sent from the Internet (Details)

We have just acquired contact information for thousands of new bookstore owners. To test the list, we are offering our \$399 Introductory Bookselling Package for just \$199! That's a 50% discount! This offer is only valid until Friday, September 15th!

What we do next is write a custom promotion about your book and then send it directly to the owner's of 2000 independent bookstores. You approve the promotion, and can make any changes you want. You also help choose what part of the country and what kind of bookstores to target. We follow up all responses by mail or telephone.

As part of this package, we will also stock and sell your book in our stores in Harrison, Ohio, Martinsville, and Nashville Indiana.

To take advantage of this amazing offer, call me 1-800-342-6068 or email khatfield@airleaf.com!

Krystal Hatfield
Author Consultant

PS. Check out our ads this month in Oracle Magazine and Veterans Reporter, and our new websites <http://www.airleafeuro.com/> and <http://www.bowkerclub.com/>

<http://www.airleaf.com/>

[illegible]



Publishing & Book Selling
airleaf.com

Airleaf Publishing & Book Selling
35 Industrial Drive, Suite 104
Martinsville, IN 46151
tel: 1.800.342.6068 fax: 765.342.7217

We want *Reiki: A Spiritual Doorway To Natural Healing* in our Bowker Book Club!
Amazing books with comprehensive reviews...

[REDACTED]
[REDACTED]
Victoria, BC V8R 1K8 Canada

Dear [REDACTED],

Since 2002 Airleaf Publishing & Book Selling Services has pioneered selling independently published books directly to bookstores. Now we want to focus on individual readers. Airleaf, along with our partners at Bowker, the publishing industry's most authoritative source, want to help you capitalize on this huge segment of the publishing market! With our new Bowker Book Club, modeled after the original *Book of the Month Club*, we will be tapping into the multi-billion dollar consumer market.

Founded in 1872, Bowker is the biggest, most prestigious name in publishing. Bowker is also the parent company of booksinprint.com and bookwire.com, two of the five websites that will feature your book's review. We believe *Reiki: A Spiritual Doorway to Natural Healing* is ideal for this program which includes:

1. A telemarketing program to bookstores selling special "Bowker Book Club" fixtures.
2. An email campaign to 500,000 opt-in book club members.
3. A comprehensive book review by Bowker--real feedback from an established source.
4. A featured position on the home page of our book club website www.bowkerclub.com
5. A featured position on the book club page of our bookselling website www.airleaf.com
6. A featured position on the home page of our bookselling website www.bookatron.com
7. One, 10-minute interview on a nationally syndicated AM/FM radio show.
8. "Bowker Book Club" stickers for all books.
9. Ten face-to-face meetings with feature film producers and directors about your book.
10. Placing your book in 10 retail (brick and mortar) bookstores.

This is an intensive campaign that is designed to put a copy of *Reiki: A Spiritual Doorway to Natural Healing* in every home in America. The cost of this program is \$3300 and will include more services, at no additional charge, to be announced later. We have nominated only 200 titles to participate in the program and we are accepting only the first 50. If you'd like to participate call me at 1-800-342-6068 or email brien@airleaf.com

Sincerely,

Brien Jones

Author Consultant



Publishing & Book Selling
airleaf.com

Received Jan 13, '07

Airleaf Publishing & Book Selling
35 Industrial Drive, Suite 104
Martinsville, IN 46151
tel: 1.800.342.6068 fax: 765.342.7217

We want to sell *Nurture The Heart, Feed The World* to a national audience!

[REDACTED]
[REDACTED]
Naples, FL 34119-9550

Dear Mr. [REDACTED],

For almost five years, Airleaf Publishing & Book Selling Services has pioneered selling independently published books directly to bookstores. Now that we have our books in 9000 stores, we want to focus on individual readers and capitalize on this huge segment of the retail book sales market. We want to make *Nurture the Heart, Feed the World* part of it!

Our new **Showcase Book Club**, modeled after the original *Book of the Month Club*, will sell books to individual readers. However, for our club to be successful we must be selective about the titles we feature. Based on reader feedback and our track record of sales for similar books, we believe *Nurture the Heart, Feed the World* is ideal for this program which includes:

1. A telemarketing program to bookstores selling special "Showcase Book Club" fixtures.
2. An email campaign to 500,000 opt-in book club members.
3. A comprehensive review by Kirkus that provides real feedback from an established source.
4. A featured position on the home page of our book club website www.airleafshowcase.com
5. A featured position on the book club page of our bookselling website www.airleaf.com
6. A featured position on the home page of our bookselling website www.bookatron.com
7. Two, 10-minute interviews on nationally syndicated AM/FM radio shows.
8. "Showcase Book Club" stickers for all books.
9. Ten face-to-face meetings with feature film producers and directors about your book.
10. Placing your book in 10 retail (brick and mortar) bookstores.

This is a unique opportunity to introduce *Nurture the Heart, Feed the World* to readers nationwide. The cost of this program is \$2995 and will include more services, at no additional charge. We have invited a very select group of authors and are accepting just the first 50. To join us call 1-800-342-6068 or email brien@airleaf.com

Sincerely,

B. Jones

Brien Jones

Executive Vice President

PS. The campaign kicks off January 22nd, but we can have your book for sale on our websites today!



Publishing & Book Selling
airleaf.com

www.airleaf.com

35 Industrial Drive, Suite 104 ♦ Martinsville, IN 46151
Phone: 800-342-6068 ♦ Fax: 765-342-7217

Taking Europe By Storm!

Dear Author:

Airleaf Publishing is still the only company selling self-published books directly to bookstores. In our four years, we have sold thousands of books to hundreds of bookstores. However, the vast majority have been here in the United States. Now it is time expand our bookselling to a more global market. This month we are launching a new campaign to sell books in Europe! Our new Impact Europe Bookselling Service includes:

1. A featured position on our newest website www.airleafeuro.com!
2. An email campaign to 20,000 european bookstore owners!
3. An email campaign to 100,000 European book and cd buyers!
4. Listing your book on <http://amazon.co.uk>!
5. Listing your book on <http://www.biblioiz.com>!
6. We will take your book to the Frankfurt Book Fair 2006, in Frankfurt Germany October 4-8 for face-to-face presentations to European book buyers!

There are millions of readers (quite a large percentage speak English) that have no idea you or your book exists. This new service will change that in a big way! Our new Impact Europe Bookselling Service is just \$1492!

Talk about your book on your local AM radio station!

Authors have a great deal to talk about. Through our unique buying power and connections, we can offer 10-minute interviews for just \$499! Time is available to authors in these major markets:

WLTH 1370 AM Gary IN, Chicago IL

KCEG FM, San Francisco East Bay, Oakland

WPYT 1660 AM Pittsburgh, PA

KLAV 1230 AM Las Vegas

WBIX 1060 AM Boston, MA

Nationwide on Cable Radio Network Channel 6

If you'd like us to take your book to Europe, or want to talk about your book on AM radio call me at 1-800-342-6068 or email brien@airleaf.com.

Sincerely,

Brian Jones
Author Consultant

S. We still have space at the New York, New York Hotel & Casino for our conference in Las Vegas!



Publishing & Book Selling
airleaf.com

www.airleaf.com

35 Industrial Drive, Suite 104 ♦ Martinsville, IN 46151
Phone: 800-342-6068 ♦ Fax: 765-342-7217

New Year, New Success!

[REDACTED]
[REDACTED] 5th St.
Abilene, TX 79601

Dear [REDACTED],

This is our fifth, and we believe most pivotal year of selling independently published books directly to bookstores, readers and Hollywood producers and directors. To ensure our success in 2007, we are offering authors new events and services to take books to the next level.

The World Book Fair in London England! We have sold thousands of books to hundreds of bookstores. However, the vast majority have been here in the United States. Now it is time expand our bookselling to a more global market. That's why Airleaf will be attending the World Book Fair in April! **We will take your book with us for just \$750.** This new European package will also include a featured position on airleafeuro.com, fast-becoming the leading source for European bookstore owners and readers!

Presenting new books to new studios in Hollywood! We have a number of projects in the works with our Hollywood Partner Cinemagic. However we are making another trip to Hollywood in force in February to present all new books to all new Producers and Directors! **We will present your book in face to face meetings for just \$650.**

Telemarketing your book to bookstore owners! Nothing sells books better than a telephone call to the owner of the bookstore. Usually, Direct Calling is only available as part of our Maximum Impact Bookselling Package for \$1650. However, for the month of January, we are offering our **Direct Telephone calling service for just \$625!**

We are anticipating great things in 2007. We want *Women Forged in Fire* to be part of our success! To get started, call me anytime at 1-800-342-6068 or email me at brien@airleaf.com.

Sincerely,

Brien Jones
Author Consultant



Publishing & Book Selling
airleaf.com

Airleaf Publishing & Book Selling
35 Industrial Drive, Suite 104
Martinsville, IN 46151
tel: 1.800.342.6068 fax: 765.342.7217

A National Campaign for *The Fall Of A Nurse: What Is Wrong With Gerly?!*

[REDACTED]
[REDACTED]
Gadsden, SC 29052-9690

Dear [REDACTED],

For over four years Airleaf Publishing & Book Selling Services has blazed a groundbreaking trail selling independently published books directly to bookstores. While we have had great success, placing books in thousands of stores, we have not yet achieved our goal: to market books that are sold in *all* bookstores.

We recently discovered *The Fall of a Nurse: What is Wrong With Gerly?* and we believe it has the potential to be a national bestseller. Your book comes highly recommended and is precisely the kind of book we have had the most success selling. That is why we extend you this special invitation. We want to include *The Fall of a Nurse* in an unprecedented national publicity campaign. As part of this program, we will:

1. Place your book in 15 retail (brick and mortar) bookstores.
2. Assign a full-time telemarketer for daily calls to stores to sell your book and/or set up book signings.
3. Recommend your book in person to the decision-makers at five regional bookstore chains.
4. Place your book with 24 others on our unique campaign website www.airleafselect.com.
5. Place your book on the home page of our retail store bookselling website www.airleaf.com.
6. Place your book on the home page of our consumer bookselling website www.bookatron.com.
7. Place your book for sale on www.amazon.com and periodically on www.ebay.com.
8. Produce then broadcast a 30-second TELEVISION commercial to 630,000 viewers, 240 times!
9. Include your book in a full-color glossy newspaper insert delivered to 200,000 subscribers.
10. Include your book in an opt-in email campaign to 500,000 book club members.
11. Broadcast two ten-minute interviews on nationally syndicated AM/FM radio shows.

That is just the promotion and publicity we guarantee. We will try to do much, much more. Our goal is to put *The Fall of a Nurse: What is Wrong With Gerly?* in bookstores nationwide and make [REDACTED] a household name. While we have already spent thousands, your cost to participate is only \$6996! We have invited a very select group of authors and are accepting just the first 25. To join us call 1-800-342-6068 or email brien@airleaf.com

Sincerely,

Brien Jones
Executive Vice President

PS. Don't miss the retail Holiday buying season. We can have your book for sale on our websites today!



Publishing & Book Selling
airleaf.com

Airleaf Publishing & Book Selling
35 Industrial Drive, Suite 104
Martinsville, IN 46151
tel: 1.800.342.6068 fax: 765.342.7217

A National Campaign for *Women Forged In Fire*

[REDACTED]
[REDACTED] St.
Abilene, TX 79601-5851

Dear [REDACTED],

For nearly four years Airleaf Publishing & Book Selling has blazed a groundbreaking trail selling independently published books directly to bookstores. While we have had great success placing thousands of books in hundreds of bookstores, we have not yet achieved our original goal: to market a national bestseller that is sold in *all* bookstores. **(We also need new titles to submit to our film partner Cinemagic in West Hollywood, CA!)**

We recently reviewed *Women Forged in Fire* and we believe it has the potential to be that national bestseller. Obviously *Women Forged in Fire* is well-written, but more importantly, it is precisely the type of book we have had the most success selling. That is why we extend you this special invitation.

We are selecting just 25 titles for an unprecedented national promotion and publicity campaign. We want to include *Women Forged in Fire* in this unique program, which features:

1. **Placing your book in 10 retail (brick and mortar) bookstores.**
2. A full-time telemarketer assigned to you for daily calls to stores to sell books and set up book signings.
3. An in-person introduction of your book to the decision-makers at five regional bookstore chains.
4. **Ten face-to-face meetings with feature film producers and directors about your book.**
5. A featured position on the home page of our books-to-films website www.marquisbooks.com.
6. A featured position on the home page of our bookselling website www.thebigbooks.com.
7. A featured position on the home page of our bookselling website www.bookatron.com.
8. A featured position on the home page of our bookselling website www.airleaf.com.
9. A periodic listing on www.ebay.com.
10. **A professionally-produced television commercial that will air initially in at least one market.**
11. Inclusion in a full-color glossy newspaper insert delivered to 200,000 subscribers.
12. An opt-in email campaign to 500,000 book club members.
13. **Two fifteen-minute interviews on nationally syndicated AM/FM radio shows.**

This is an intensive 12-month campaign that is designed specifically to put *Women Forged in Fire* in bookstores nationwide and to make [REDACTED] household names. The cost of this program is \$7999. We have only invited a very select group of authors to participate in the program and we are only accepting the first 25 that take advantage of our offer. If you'd like to take your book to the next level, call me at: 1-800-342-6068 or email brien@airleaf.com

Sincerely,

Brian Jones

Executive Vice President



Publishing & Book Selling
airleaf.com

www.airleaf.com

35 Industrial Drive, Suite 104 ♦ Martinsville, IN 46151
Phone: 800-342-6068 ♦ Fax: 765-342-7217

Appear on TV & Radio then watch the interviews anytime on the internet!

Dear Author:

After four years of selling books to bookstores, we at Airleaf Publishing know that publicity is crucial. Radio and TV advertising and interviews are especially vital to generate interest among bookstore owners and readers. One Airleaf author has even provided an hourly report showing the huge increase in hits on his website and how they correspond with his radio and TV spots!

We have been lucky enough to have repeated opportunities to showcase Airleaf authors on radio and TV. What we have never been able to provide before are west coast broadcasts and a website where interviews can be viewed anytime from anywhere. That is, until now.

Airleaf's new **Multimedia Package** offers interviews on FM radio and television PLUS a state-of-the-art website that will make author interviews available 24 hours a day! Imagine: A streaming video of your interview that is available to view any time! As a bonus, participating authors will also receive a copy of the radio interview on CD and a DVD of the television interview.

Radio: KECG 88.1FM & 97.7FM, Oakland, Berkeley, Richmond, San Pablo, San Rafael
Online: www.jazzbeatradio.com

Television: Channel 26: Oakland, Emeryville, Monclair, Berkeley, Richmond, Walnut Creek, Livermore, Castro Valley.
Channel 28: Hayward, San Leandro, Alameda.
Channel 29: Fremont, Newark, San Francisco.

Website: www.cultureshocknews.com with links from www.airleaf.com.

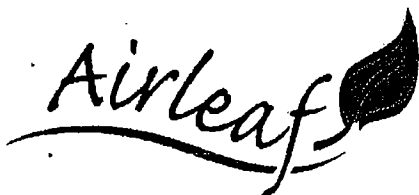
Our new Author's Corner West Coast radio show and Culture Shock News are both hosted by Ian C. Dawkins Moore, author, traveler and engineer. He is an award winning videographer featured on KQED, KTEH, LinkTV and the I.A.C. Film & Video Institute (Manchester, England).

We are offering this unique and ongoing media package for a limited time for an introductory price of \$1995. That includes Radio, TV, and the interactive Website plus the CD and DVD! If you would like more information on this unique package, call 1-800-342-6068 or email brien@airleaf.com

Sincerely,

Brien Jones
Author Consultant

P.S. The regular price for the Multimedia Package will be \$2500 beginning June 1, 2006.



Publishing & Book Selling
airleaf.com

www.airleaf.com

35 Industrial Drive, Suite 104 ♦ Martinsville, IN 46151
Phone: 800-342-6068 ♦ Fax: 765-342-7217

Save 40% on selected book selling services!

Brian Jones
New Smyrna Beach, FL 32168

Dear [REDACTED],

Take a look at www.airleaf.com! As you can see, we have hundreds of retail bookstore customers and we need more books to sell! To take advantage of the holiday season we are offering a 40% discount on our most effective book selling services. The deadline to save is Friday, December 22, 2006!

| <u>SERVICE</u> | <u>REGULAR PRICE</u> | <u>DISCOUNT PRICE</u> |
|------------------------------------|----------------------|-----------------------|
| Introductory Bookselling Program | \$399 | \$239.40 |
| Premium Bookselling Program | \$850 | \$510 |
| Maximum Impact Program | \$1650 | \$990 |
| Contact 750 Reviewers | \$350 | \$210 |
| Contact 1000 Filmmakers | \$350 | \$210 |
| Contact 5000 Book Club Members | \$350 | \$210 |
| Contact 400 Traditional Publishers | \$450 | \$270 |
| World Wide Wire | \$499 | \$299.40 |

Since 2002 Airleaf Publishing & Book Selling Services has pioneered selling independently published books directly to bookstores. Now, in addition to bookstores, we want to target individual consumers as well. We want to sell your book! To get started, call me anytime at 1-800-342-6068 or email me at brien@airleaf.com.

Sincerely,

Brien Jones
Author Consultant

PS. Don't miss Christmas! We can have your book for sale on our websites today!



www.airleaf.com

Publishing & Book Selling
airleaf.com

35 Industrial Drive, Suite 104 ♦ Martinsville, IN 46151
Phone: 800-342-6068 ♦ Fax: 765-342-7217

Is your book the next *Da Vinci Code*?

Dear Author:

Airleaf Publishing and Bookselling Services is looking for a nationwide bestseller! That's why WE WILL SELL YOUR BOOK, EVEN IF YOU PUBLISHED WITH ANOTHER COMPANY!

That's also why Airleaf now operates three retail bookstores—the latest is the Airleaf Corner Bookstore in Nashville, Indiana. We also have three popular book clubs, the most recent being doctorauthor.com. With all this, plus our new partnership with Cinemagic in Hollywood, California, WE NEED MORE BOOKS TO SELL!

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280
600
1.155
350.
315
245
245

* The discount does not apply to club invitations or to our conference in Las Vegas in October.

The discount ends Wednesday, May 31st, and will be our biggest for the rest of 2006. Don't miss your chance to be this year's national bestseller! To get started, call me at 1-800-342-6068 or email brien@airleaf.com!

Sincerely

Brien Jones

Brien Jones
Author Consultant

P.S. Instead of one, we will be choosing 3 winners in our December Holiday Writing Contest. We will publish and sell the winning books for free. The winners will be announced June 1st, 2006!

[Handwritten signature and initials]

APRIL 2007

MOVIES – MOVIES – MOVIES


www.airleaf.com

Dear [REDACTED],

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Phone: 800-342-6068
Fax: 765-342-7217

Our first film, *Jessie's Girl*, is almost complete and four more are scheduled for release very soon. Check out the trailer for *Jessie's Girl* on our website, www.airleaf.com, along with other new arrivals every week. The many filmmakers and producers that we meet with every month are looking for even more film ideas. Have people told you that your book should be a movie?

Present your book to Hollywood!

We have a number of projects in the works with our Hollywood partners and will be making another trip to Hollywood in May! We will present your book in face to face meetings for just \$650.

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Usually, Direct Telephone Calling is only available as part of our Maximum Impact Bookselling Package for \$1650. However, for the month of April, we are offering our Direct Telephone Calling as a stand-alone service for just \$625!

Our authors are experiencing GREAT success already for 2007 and we want your book to be a part of it. Call me today to get the book sales and recognition you deserve at 1-800-342-6068.

Regards,



Bob Denton
bdenton@airleaf.com

P.S. With book buyers preparing their Holiday guides for bookstores, now is the time to get your book on the shelves and ready to be taken straight to the register!

Blumberg No. 5138

STATE'S
EXHIBIT

F



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Turning Over A New Leaf

Dear Author,

Airleaf announces the resignation of Brien Jones, effective January 22, 2007.

Airleaf Publishing and Book Selling has accomplished an enormous amount of book sales and media exposure for thousands of titles during Brien's four years as Vice President. While his years of service have left Airleaf in a strong and growing position, Brien has decided to move on to other pursuits. Although we are sad to see him go, we have chosen to turn over a new leaf, embracing this change and striving for excellent customer service. "The timing is right for new leadership," says Carl Lau, founder of Airleaf, "Our outstanding reputation with bookstores and the constant increase in book sales provide a strong foundation for continued growth. We expect 2007 to be a very successful year for authors as we focus our efforts on better customer service than we've ever had before."

"We've increased book sales by 92% over 2005," Lau says, "Airleaf has opened many doors for self-published authors by selling books to bookstores and not relying on the internet alone. I realize that the focus on sales has left little communication to authors in the past year and, to remedy that, I have not only hired more staff members, but devised a new plan of operation that encourages direct contact with our authors. We've succeeded in selling books, something that very few publishers are even attempting. Now, I can focus on customer engagement to ensure that authors know exactly how many books have sold, when they sold, and who we're talking to for publicity."

A Guaranteed Review!

To kick off our new dedication to author satisfaction, Airleaf is offering this special price on a revamped service! **For just \$799, we guarantee a comprehensive review of your book by a credible source.** Among the 750 editors and critics that review our books are Kirkus, Midwest, IP Book Reviewers, Bookreviews.com, and many more. Once you receive the review, we will then submit it to our nation's top 1,000 newspaper and magazine publications. Of course we will also feature your review on our website and the ~~where~~ where avid readers and traditional publishers search for new books for purchase and publication. We will then follow up on all inquiries and provide whatever information is necessary to get your review in print!

Airleaf has sold tens of thousands of self-published books to bookstores in the past four years. A guaranteed review released to the media is the surest way to success. With 2 author appearances on CNN, we know it works! Please call me today at 1-800-342-6068 or email khatfield@airleaf.com to get your review started.

Sincerely,

Krystal Hatfield
Author Consultant

We want *Shadow In My Eye* in our Bowker Book Club
Amazing books with comprehensive reviews

Airleaf Publishing
10101 101st Ave
Van Nuys, CA 91411-2145

Phone: (818) 708-1111

For over 100 years, Airleaf Publishing & Book Selling Services has pioneered selling independently published books directly to bookstores. Now we want to focus on individual readers. Airleaf, along with our partners in the publishing industry's most authoritative source, want to help you capitalize on the huge "consumer book" market. With our new Bowker Book Club, modeled after the original "Book of the Month Club" we will be tapping into the multi-billion dollar consumer market. Founded in 1872, Bowker is the biggest, most prestigious name in publishing. Bowker is also the home of www.bowker.com and bookspan.com, two of the five websites that will feature your book's review. We believe *Shadow In My Eye* is ideal for this program which includes:

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Rec'd 3/5/07

March 2007



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Regards,

Krystal Hatfield

khatfield@airleaf.com



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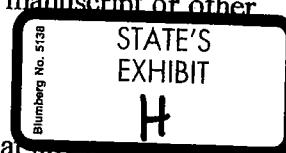
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AUTHOR INFORMATION

Date 2/28/07 Book title "Two weeks Since my Last Confession"

Address [REDACTED] City Woburn

State MA Zip 01801 Telephone [REDACTED] Email [REDACTED]

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AUTHOR INFORMATION:

Date: April 6th, 2007 Book title: *This Is How I Pray*

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1-8

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5. AUTHOR retains all rights to any book, manuscript or other written material submitted.
6. AUTHOR understands that the laws of Indiana govern this agreement, and that Indiana would be the venue for any dispute.

Airleaf Assurances

AIRLEAF retains the nonexclusive right to promote, publicize, print and sell any book, manuscript or other written material submitted to AIRLEAF until either AUTHOR or AIRLEAF decide to withdraw from this agreement.

1. AIRLEAF will work with the author to create and prepare written material for the services specified.
2. AIRLEAF will collect, retain and disperse money from direct sales of any book, manuscript or other written material.
3. AIRLEAF will sell the material at a price set by the AUTHOR.
4. AIRLEAF will have the right to retain statistics concerning sales.
5. AIRLEAF will grant AUTHOR the right to terminate this agreement in writing, at any time.
6. AIRLEAF will remit monies and a quarterly report of sales to AUTHOR.
7. AIRLEAF will have the right to cancel this agreement at any time. If any services are not completed at the time of cancellation, AIRLEAF will provide a refund for services not yet completed to AUTHOR.

Face to Face Hollywood for , \$450.00.

Your book is presented in face-to-face meetings with producers and directors!

The Hollywood Experience is a service that Airleaf Publishing and Book Selling is offering to self-published authors. First, we design a treatment—a special promotion for producers and directors—about your book. Then, we memorize the key points, review your book and prepare for our face-to-face meetings. Finally, your book is presented by our best sales representatives in at least ten meetings with entertainment executives in Los Angeles, California. We will follow up on any interest shown and, as always, should our work on your behalf result in a contract, you retain all rights to your book.

AUTHOR INFORMATION:

October 5 , 2007 Book title: *HOLIER THAN HOLY, BUT STILL LOST*

Address: [REDACTED] ST. City: *ABERDEEN* State: *N.C.*
Zip *28315* Telephone: [REDACTED] Email: [REDACTED]

Card Type (Check One) Visa ☒ MasterCard ☐ Discover ☐ American Express ☐

Name on card: [REDACTED]

Card number

Expiration date

Signature of Author [REDACTED]

Printed name: [REDACTED]

Signature of Representative

Printed name: *Melissa Cabbell*

mcabbell@airleaf.com



Publishing & Book Selling
airleaf.com

www.airleaf.com

35 Industrial Drive, Suite 104 ♦ Martinsville, IN 46151
Phone: 800-342-6068 ♦ Fax: 765-342-7217

June 8, 2007

Dear [REDACTED]

The producers that I met with this time in the representation of your book are as follows:

Al Smith – Lite-stone Entertainment
Brad Hong- Cinemagic Entertainment
Cliff Miracle – Capstone Productions

I met with these people privately so I had plenty of time to thoroughly discuss, the overview of your film idea.

I have received commitments for 6 different children's books for "direct to video" production, as a direct result from those meetings. This is very exciting, and as of yet I have not been told of any rejections, which is also good news!

If you look on our website, you will see over 20 books that we have movie commitments for. When I present to other producers and tell them that we have "X" amount of said commitments, they take us seriously and pay attention to what we have.

I have already seen this and use it to our advantage. For the last 2 years we have worked very hard to get a movie made. We knew that once we did, each one after that would be easier to get done.

We do see that happening and hopefully yours too will soon find itself in that mix. These producers and filmmakers know of your book. If we hear anything, you'll be the second to know.

Thanks for giving us the opportunity to pitch your film idea. I will be going back for follow up in a little over a month. Feel free to let me know if you need anything.

Best Regards,

Carl Lau
President, Airleaf LLC

Blumberg No. 5138

STATE'S
EXHIBIT

I



Publishing & Book Selling
airleaf.com

Airleaf Publishing & Book Selling
35 Industrial Drive, Suite 104
Martinsville, IN 46151
tel: 1.800.342.6068 fax: 765.342.7217

December 21, 2007

Office of the Attorney General

Attn: Raven A. Bobbio

RECEIVED

DEC 27 2007

ATTORNEY GENERAL OF INDIANA
CONSUMER PROTECTION

Airleaf LLC, is insolvent and will be closing effective at the end of the business today, December 121th 2007. We have been in the "wind down mode" since May, 2007, and have learned that a potential investor has decided against investing in Airleaf.

We have been talking to a bankruptcy attorney about filing both business and personal bankruptcy.


Carl Lee, President
Airleaf LLC

35 Industrial Dr. Suite 104
Martinsville, IN 46151



[illegible]

STATE OF INDIANA)
) SS:
COUNTY OF MORGAN)

IN THE MORGAN CIRCUIT COURT

CAUSE NO. 55C01-C705-ML420

IN RE: AIRLEAF, LLC,)
formerly doing business as)
BOOKMAN MARKETING, LLC)
Respondent.)

AVC NO. 07-014

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and the Respondent, Airleaf LLC, formerly doing business as Bookman Marketing, LLC, enter into an Assurance of Voluntary Compliance ("Assurance"), pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. The Respondent, Airleaf LLC, is a book publisher and marketer located in Morgan County at 35 Industrial Drive, #104, Martinsville, Indiana, 46151, and transacts business with consumers.
2. The terms of this Assurance apply to and are binding upon the Respondent, its employees, agents, representatives, successors, and assigns.

3. The Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code § 4-6-9-4 and Ind. Code § 24-5-0.5-1, *et seq.*

4. The Respondent acknowledges it has been advised the Attorney General's role in this matter is to serve as counsel for the State of Indiana and the Office of the Attorney General has not given the Respondent any legal advice regarding this matter. The Respondent expressly acknowledges the Office of the Attorney General has previously advised the Respondent to secure legal counsel prior to entering into this Assurance for any legal advice the Respondent requires.

5. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have, which the Respondent knows or reasonably should know it does not have.

6. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, the Respondent has a sponsorship, approval, or affiliation in a consumer transaction it does not have, and which the Respondent knows or reasonably should know it does not have.

7. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, the Respondent is able to deliver or complete the subject of the consumer transaction within a stated, or reasonable, period of time, when the Respondent knows or should reasonably know it could not.

8. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, a consumer will be able to purchase an item as advertised by the Respondent, if the Respondent does not intend to sell it.

9. The Respondent, in soliciting and/or contracting with consumers, agrees to fully comply with the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1, *et seq.*

10. Upon execution of this Assurance, the Respondent shall pay consumer restitution, in the total amount of Six Thousand Nine Hundred and Ninety-Nine Dollars (\$6,999.00), to the Office of the Attorney General for allocation and distribution to the following consumers in the following amounts:

(a) John L. Kostoryz of Kansas City, Missouri \$5,500.00; and

(b) John K. Phillips of Baton Rouge, Louisiana \$1,499.00.

Total: \$6,999.00

11. Upon execution of this Assurance, the Respondent shall pay costs in the amount of One Thousand Dollars (\$1,000.00) to the Office of the Attorney General.

12. The Respondent shall not represent the Office of the Attorney General approves or endorses the Respondent's past or future business practices, or execution of this Assurance constitutes such approval or endorsement.

13. The Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives. This shall include, but is not limited to, the Respondent promptly resolving any additional valid consumer complaints brought to the Respondent's attention by the Office of the Attorney General, either prior to, or after the filing of, this Assurance with the Court.

14. The Office of the Attorney General shall file this Assurance with the Circuit Court of Morgan County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 14 day of May, 2007.

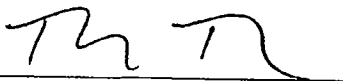
STATE OF INDIANA

RESPONDENT

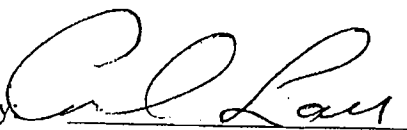
STEVE CARTER
Indiana Attorney General

AIRLEAF, LLC

By:


Terry Tolliver
Deputy Attorney General
Atty. No. 22556-49
Office of Attorney General
302 W. Washington, 5th Floor
Indianapolis, IN 46204
Telephone: (317) 233-3300

By:

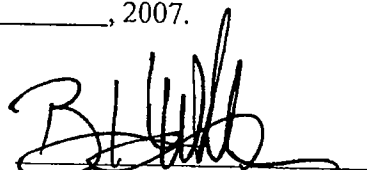

Carl Lau, President

APPROVED this _____ day of MAY 25 2007, 2007.

Distribution:

5-31-07
Terry Tolliver
Office of ~~Attorney~~ General
Consumer Protection Division
302 W. Washington St., 5th Floor
Indianapolis, IN 46204

Carl Lau, President
Airleaf Publishing & Bookselling
35 Industrial Drive, #104
Martinsville, IN 46151


Judge, Morgan Circuit Court
pro T